Agenda
Updated 2024-06-06

June 11, 2024
School Board of Manatee County
Regular Board Meeting - 10:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

1. Approval of the Minutes of the May 17, 2024 School Board Special Meeting and May 17, 2024 Workshop

7. STUDENT CELEBRATIONS

1. State Championship Softball Team

8. PUBLIC COMMENTS (UP TO 30 MINUTES)

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

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

enter into debate, or answer questions during comments on agenda items or during the public comments section.

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

9. CONSENT ITEMS

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

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)
2. Approval of the Report of Teachers Out-of-Field Content, Reading and ESOL (English for Speakers of Other Languages) (No Financial Impact)
3. Approval to Purchase Legal Services for Fiscal Year 2024-2025 from Blalock Walter, PA, Johnson Jackson, PLLC, Rob Robinson Attorney PA, Sniffen & Spellman, PA, SDMC No. 25-0023-RG, Estimated in the Amount of $800,620.00
4. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)
5. Approval to Apply, Accept, and Expend the USDA Fresh Fruit and Vegetable Program allocation for the 2024-2025 School Year, in the Amount of $181,000.00 (Anticipated Incoming Program Funds)
6. Approval of the School District of Manatee County Exceptional Student Education (ESE) Policies and Procedures (P&P) Handbook (No Financial Impact)
7. Approval of the William Monroe Rowlett Academy of Arts and Communication (Rowlett Academy) Renewal Contract for the 2024-2039 School Years (No Net Financial Impact)
8. Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2024-2025 School Year (No Net Financial Impact)
9. Approval to Renew the Contract Between Pace Center for Girls, Inc., and The School Board of Manatee County for the 2024-2025 School Year (No Net Financial Impact)
10. Approval of the Renewal Agreement Between the School Board of Manatee County and Young Men's Christian Association of Southwest Florida Inc., (YMCA) to Provide Before-School and/or After-School Programs for Middle School Students During the 2024-2025 School Year (No Financial Impact)
11. Approval of the Renewal Agreement Between the School District of Manatee County and Pharmedico Pharmacy, LLC for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2024-2027 School Years (No Financial Impact)
12. Approval of the Agreement Between the School District of Manatee County and CCRC

OPCO-Sun City Center, LLC dba Freedom Plaza to Continue Offering Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2024-2027 School Years (No Financial Impact)

13. Approval of the Agreement Between the School District of Manatee County and CCRC OPCO-Bradenton, LLC dba Freedom Village of Bradenton to Continue Offering Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2024-2027 School Years (No Financial Impact)
14. Approval of the Agreement Between the School District of Manatee County and Cooper Creek Dental PL to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)
15. Approval of the Agreement Between the School District of Manatee County and Corazon Santos Hvideberg DMD, PA to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)
16. Approval of the Agreement Between the School District of Manatee County and Manatee Oral & Facial Surgery Center, LLC to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)
17. Approval of the Agreement Between the School District of Manatee County and Meadows Dental Associates, PA to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)
18. Approval of the Agreement Between the School District of Manatee County and Bryan J. Morgan P.A. to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)
19. Approval of Sole Source to Purchase Educational Impact (EI) Subscription, SDMC No. 25-0024-BS, Estimated in Amount of $75,000.00 (Title II Funds)
20. Approval of Sole Source to Purchase Ellevation and Strategies Software and Services, SDMC No. 25-0036-BS, Estimated in the Amount of $225,000.00 (Title IV Funds)
21. Approval of the Bid on Plumbing Services, SDMC No. 25-0010-KD, Estimated in the Amount of $650,000.00 Annually (Multiple Funding Sources)
22. Approval of the Bid on Bleacher Repair Services, SDMC No. 25-0011-KD, Estimated in the Amount of $400,000.00 Annually (Multiple Funding Sources)
23. Approval of Contract Amendment to Purchase Busology (formerly Tripspark) School Bus Routing Maintenance and Support, SDMC No. 17-0022-SM, Estimated in the Amount of $322,216.57 Annually (Multiple Funding Sources)
24. Approval of Sugg Middle School - Replacement - Change Orders 7 and 8 - Agreement Between Owner and Willis Smith Construction, Inc. - Return of Unspent Direct Material Purchase (DMP) Funds in the Amount of $372,940.35 (Capital Funds)
25. Approval of Sugg Middle School - Replacement - Change Order 9 Final - Agreement Between Owner and Willis Smith Construction, Inc., Decrease in the Amount of $2,470,392.73 (Capital Funds)
26. Approval of MTC Aviation Classroom & Hangar - Agreement between Owner and Creative Contractors, Inc. - Preconstruction in the amount of $36,884.00 (PECO/Grant Funds)
27. Approval of MTC Aviation Classroom & Hangar - Agreement Between Owner and

Schenkel & Shultz, Inc., in the Amount of $468,708.00 (PECO/Grant Funds)

28. Approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2023-2024

10. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

11. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

12. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of the Budget Amendments for April 2024
2. Approval of Advertising a Notice of Intent to Amend the Code of Student Conduct and to Set a Public Hearing on the Proposed Changes at the Board Meeting Scheduled for July 23, 2024 (General Fund)
3. 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 23, 2024 (General Fund)
4. Approval of a New Job Description and Position of Teacher Varying Exceptionalities - Project EDGE (Grant Funded)
5. Approval of the Service Level Agreement (SLA) With Manatee County Government ITS Radio Division, SDMC 24-0119-MR, Estimated in the Amount of $131,200.00 FY 2024 and $167,280.00 FY 2025 (Multiple Funding Sources)
6. Memorandum of Understanding (MOU) between the School District of Manatee County and MCR Health to Provide Sports and School Physicals to Students (No Financial Impact)

13. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Financial Statements Through April 30, 2024
2. Year-to-Date Charter School Financial Statement Summary Through April 30, 2024

14. CONTINUED PUBLIC COMMENT (IF NECESSARY)

15. UPDATES
A. Instructional Update - Mr. Jensen
B. Operations Update - Mr. Ranaldi
C. Legal Update - Board Attorney

16. SUPERINTENDENT REMARKS

17. BOARD COMMENTS

18. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
June 11, 2024 - Regular Board Meeting

Title
Agenda Amendments - *added after publishing*

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

Agenda amended on Thursday June 6,, 2024, to **update** attachment HR Board Material 6.11.2024 **to** Consent Agenda Item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact).*

Contact
Submitting Department: School Board
Initiated By: Chad Choate

AGENDA ITEM NO. 6.1

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Minutes of the May 17, 2024 School Board Special Meeting and May 17, 2024 Workshop

Executive Summary
Approval of the Minutes of the May 17, 2024 School Board Special Meeting and May 17, 2024 Workshop

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

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

Recommendation
Superintendent recommends approval of the May 17, 2024 School Board Special Meeting and May 17, 2024 Workshop.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
May 17, 2024 School Board Special Meeting - Minutes
May 17, 2024 School Board Workshop Minutes

Minutes

May 17, 2024
School Board of Manatee County
School Board Special Meeting - 8:55 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

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

Chair Choate called the Special Meeting to order at 8:57 AM.

2. APPROVAL OF THE AGENDA

2.1 Motion to Approve the Agenda Amendments

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

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

Agenda amended on Friday, May 16, 2024, to **add** attachment *HR Board Material* May 17, 2024 **on** *New Business item, Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact).*

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

4. NEW BUSINESS

4.1 Motion to Approve the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)

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

5. ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 9:01 AM.

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Chad Choate, III
Chairman

NOTICE

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

MINUTES

May 17, 2024
School Board of Manatee County
Workshop - 9:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

I. CALL TO ORDER

Chair Choate called the School Board Workshop to order at 9:02 AM.

II. AGENDA AMENDMENTS

II.1 Agenda Amendments

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

Agenda amended on Wednesday May 15, 2024, to **update** attachment *IT Update WS 05.17.2024 Updated 05.15.2024* **to** Workshop item *Information Technology Update and Project Digitize Update - Updated 5/15/2024.*

Agenda amended on Wednesday May 15, 2024, to **update** Executive Summary and **add** attachments *Academic Calendar Board Work, Draft 2025-2026 Academic Calendar Version A, and Draft 2025-2026 Academic Calendar Version B* **to** Workshop item *2025-2026 Draft School Calendar Options.*

III. PUBLIC COMMENTS

There were no public comments.

IV. WORKSHOP

CRI Report Presentation / Audit Committee Report

Mr. Mark Smith, Carr Riggs & Ingram (CRI) presented the following information to the Board:

- Transportation Department Audit Report
- Position Control Post Audit Review (PAR) Report

Mr. Daniel presented the following information:

- Audit Committee recommendation to approve the two audit reports
- Update to FYE 6/30/2024 Audit Plan
- Engagement Letter for Internal Audit Services with CRI at AC July Meeting
- Proposed FYE 6/30/2025 Audit Plan
- Proposed change to Audit Committee Reporting
- Area of Concerns

The Board asked questions and held discussion regarding presentations.
The consensus of the Board is to schedule Audit Committee updates to the School Board after every meeting.
Board held a discussion regarding to the lack of membership to the committees and the roles of the Audit Committee and the Citizen Financial Oversight Committee.

The Board noted a change in CFOC operations would require more discussion and a motion to make a recommendation to use CRI instead of doing the Audit themselves.

Superintendent Wysong recognized the entire District finance team for their diligent work and support for the committee requests.

Chair Choate called a recess at 10:52 AM and reconvened 11:03 AM.

Overview of the Proposed Five-Year Capital Plan (2024-2025 through 2028-2029)

Ms. Rachel Sellers, Deputy Superintendent of Business Services and Joseph Ranaldi, Deputy Superintendent of Operations provided the following information regarding the Overview of the Proposed Five-Year Capital Plan:

- Revenues
    - Estimated revenue
    - Scheduled New Construction Projects in 2024-2025
    - Local Revenues Sources and Uses
- Construction
    - New Project Timeline including School Sites, Location, Size, Scope, Budget, and Completion Date
    - Jacobs Report FCI Priorities
- Expenditures
    - Capital Budget Detail Expenditures
    - Leases, Transfers, Debt Service, Fund Balance

Board members asked questions and held discussion throughout the presentation.

The Board discussed the idea of not building the new high school and instead work on moving zones for the current schools.

The Board held discussion regarding the Jacobs Report. After a question posed by Vice Chair Spray, Mr. Ranaldi confirmed that the Jacobs report is conducted by an independent company that is not connected to any construction company that services the District.

The Board stated the need to continually improve the curb appeal of District Schools.

Chair Choate recessed the Workshop at 12:11 PM and reconvened at 12:43 PM.

2025-2026 Draft School Calendar Options

Mr. Derek Jensen, Deputy Superintendent of Instruction, provided an overview of the two calendar options that were created by the Calendar committee.

- Academic Calendar Purpose
- Academic Calendar Committee Members
- Requirements for the 2025-2026 Academic Calendar (School Board Policy 8210)
- 2025-2026 Academic Calendar – Option A
- 2025-2026 Academic Calendar - Option B
- Quarter and Semester Counts
- Differences between the 2025-2026 Calendar Options A and B
- Approval Timeline

The Board asked questions and held discussion throughout the presentation.
Chair Choate summarized that the Board would appreciate receiving input from parents and teachers on the selection of the calendar.

Information Technology Update and Project Digitize Update - updated 5/15/2024

Mr. Scott Hansen, Chief Technology Officer, provided the following updates regarding Information Technology (IT):

- Mission, Vision and Technology
- Strategic Plan Metric Update
- Improve easy access to quality family resources that support student learning
- Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning
- Media Centers – Renovation, Furniture and Technology Upgrades
- School Instructional 4-year Laptop Refresh
- Secondary Interactive Digital Display Panel Upgrades
- Elementary Interactive Digital Display Panel Upgrades
- MFD Contract Comparison
- 2023-2024 Update
- ERP Infrastructure Upgrade
- Data Center Options
- ERP Cloud Readiness Options
- Engagement Deliverables
- How Oracle will Collaborate
- ERP Cloud Discussion Estimated Costs
- Recommendation
- Technology Roadmap

The Board members asked questions and held discussion throughout the presentation.

Mr. Hansen spoke regarding Project Digitize, a digital records management initiative. Also in attendance for the presentation were Ms. Darlene Black, Attendance/State Reporting Supervisor and Ms. Kristi Miller, Property Records Management Supervisor. Included in the presentation were the following topics:

- Strategic Plan Metric Update – Ready for Life
- Policies, Statutes and Schedules
- Archived and Active Records
- Guidance and Training
- Proposed onsite Scanning Plan 2021-2027
- Project Digitize Status 2021-2027
- Project Digitize Charter Status
- ScribOnline and ScribFolders Documents
- Records Requests
- Costs and Revenue
- Project Digitize Q&A

Also noted during the presentation by Mr. Hansen were the Lightspeed Classroom Brochure and The Focus-COMM-Module.

Board Member Messenger left the meeting at 2:28 PM.

The Board asked questions and held discussions.

V. ADJOURNMENT

Chair Choate adjourned the workshop at 2:38 PM

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Chad Choate, III
Chairman

NOTICE

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

AGENDA ITEM NO. 7.1

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
State Championship Softball Team

Executive Summary
The Parrish Community High School Softball team won the Class 5A-State championship for the second consecutive year with a 3-2 victory over Gainesville High on Friday, May 24, 2024, at Legends Way Ballfields in Clermont. The championship was won in extra innings.

The School Board and Superintendent Wysong will celebrate the team's title and Head Coach Erin Spivey.

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 and Community Engagement
Initiated By: Michael Barber

AGENDA ITEM NO. 9.1

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

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

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

The personnel recommended for appointments for the 2023-2024 and 2024-2025 school years have been interviewed by administrative staff members and have applications with favorable references on file in the Human Resources Department.

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 6.11.2024 - updated 6.6.2024

Board Material - June 11, 2024 Revised 6/7/2024

Type		*Information/Position/Location*	Eff Date
Appointment/Admin			
	Clark, Jamara	Director of Student Demo. & Ed. Choic School Support Center **(Range $77,807-$139,996)**	Added 6/7/24 7/8/2024
	Frishman, Kerry	Recruitment Coordinator School Support Center **(Range $59,659-$108,220)**	Added 6/7/24 6/10/2024
	Pendley, Kevin	General Counsel School Support Center **(Range $92,651-$166,279)**	Added 6/7/24 7/15/2024
	Silva, Linda	Program Supervisor - MTC Manatee Technical College **(Range $63,309-$114,579)**	Added 6/7/24 6/24/2024
	Spradling, Tiffany	Director, Secondary Curriculum Professional Support Center **(Range $77,807-$139,996)**	7/9/2024
	Van Ryn, Diane	School Nurse, RN Harllee Full Service Center **(Range $40,879-$75,399)**	8/4/2024
Appointment/Supp			
	Royal, Patrice	Human Resources Specialist I School Support Center	5/28/2024
	Venuto, Giovanni	Custodian 8 Hr. Manatee High	5/14/2024
Promotion/Admin			
	Nabergall, (Jeffrey) Kent	From: Field Support Engineer School Support Center To: Data Center Support Engineer School Support Center	5/26/2024
Resignation In Lieu of Termination			
	Eldridge, Imani	Food Service Worker-5 Hr. Kinnan Elementary	5/25/2024
	Hrebinko, Gregory	Teacher, World Language, HS Bayshore High	5/28/2024
Resignation/Admin			
	Boudreau, Justin	Labor Relations Manager School Support Center	6/8/2024

Board Material - June 11, 2024 Revised 6/7/2024

Type		*Information/Position/Location*	Eff Date
Resignation/Para			
	Alvarez, Rosaih	Teacher Aide, Pre-K Witt Elementary	5/29/2024
	Ball, Riley	Teacher Aide, ESE, One-on-One Kinnan Elementary	5/29/2024
	Marcinkiewicz, Jillian	Teacher Aide, ESE Miller Elementary	5/29/2024
	McCarter, Victor	Teacher Assistant, MS, ISS Nolan Middle	5/29/2024
	Miller, Madison	Classroom Sub Palmetto Elementary	7/1/2024
	Rheiner, Rosemary	Teacher Aide, ESE Myakka Elementary	5/29/2024
	Wilson, Emily	Teacher Aide, Pre-K Integrated Mills Elementary	5/29/2024
Resignation/Prof			
	Anderson, Thomas	Teacher, Science, HS Manatee High	5/29/2024
	Barfield, Latrelle	Third Grade Teacher Manatee Elementary	5/29/2024
	Batista, Roberto	Student Support Specialist Lakewood Ranch High	5/29/2024
	Blanco, Elizabeth	Second Grade Teacher Oneco Elementary	5/29/2024
	Bragg, William	Teacher, World Language, MS Haile Middle	5/29/2024
	Cardozo, Chelsea	Third Grade Teacher Ballard Elementary	5/29/2024
	Couvertier Mojica, Martha	Teacher, VE/SC Manatee Elementary	6/1/2024
	Cristea, Erica	Teacher, ESOL Resource Rogers Garden-Bullock Elementary	6/1/2024

Type	Information/Position/Location	Eff Date
Dannehl, Addison	Kindergarten Teacher Daughtrey Elementary	5/29/2024
Field, Erin	Teacher, Science, HS Braden River High	5/29/2024
Frederick, Donna	Teacher, Language Arts, MS Sugg Middle	7/1/2024
Gambrah, Jasmyne	Counselor, HS Southeast High	5/29/2024
Hall, Jennifer	Teacher, Gifted Braden River Middle	8/1/2024
Kowtko, Susana	Second Grade Teacher Daughtrey Elementary	5/29/2024
MacLeod, Heather	Kindergarten Teacher Sea Breeze Elementary	5/29/2024
Miller, Jacqueline	Teacher, Mathematics, MS Jain Middle	5/29/2024
Mitchell, Cassandra	Teacher, STEM Blackburn Elementary	5/29/2024
Myers, Jennifer	Counselor, MS King Middle	5/29/2024
Pluister, Rachel	Teacher, Mathematics, MS Johnson K-8	5/29/2024
Pomposi, Keith	Teacher, Social Studies, HS Lakewood Ranch High	5/29/2024
Rios, Kayla	Teacher, Physical Education, HS Braden River High	5/29/2024
Roth, Lora	Teacher, Resource Oneco Elementary	5/29/2024
Roy, Julia	Teacher, Agisulure/Nat Resources Parrish Community High	6/1/2024

Type		*Information/Position/Location*	Eff Date
	Xiang, Zhaojin	Teacher, Music, ES Bayshore Elementary	5/29/2024
Resignation/Supp			
	Cook, Jared	Custodian 8 Hr. Parrish Community High	6/22/2024
	Harris, Nicole	Custodian 8 Hr. Sea Breeze Elementary	5/15/2024
	Hays, Geraldine	School Secretary I, 12 Mo. Manatee Technical College	6/1/2024
	Johnson, Tonya	Food Service Assistant Manager Braden River High	5/24/2024
	Lopez Blanco, Tatiana	Custodian 8 Hr. Harvey Elementary	5/14/2024
	Lopez Boscan, Manuel	Custodian 8 Hr. Haile Middle	5/25/2024
	Pastrana, Liliana	Food Service Worker-6 Hr. Bashaw Elementary	5/18/2024
	Polacios, Coral	School Clerical Assistant, 10 Mo. Palmetto High	5/30/2024
	Rawlings, Brittney	Guidance Clerk Braden River High	6/1/2024
	Sanchez, Yaritza	Lead Custodian I Lincoln Middle	5/21/2024
	Stever, Joseph	Custodian 8 Hr. Manatee High	5/24/2024
	Tucker, Thomas	Custodian 8 Hr. Manatee Technical College	6/1/2024
	Zunz, Irma	Food Service Worker-5 Hr. Anna Maria Elementary	5/25/2024
Retirement/Admin			
	Mathis, Cheryl	ESE Cluster Coordinator, Student Svcs. Professional Support Center	6/30/2024

Type		Information/Position/Location	Eff Date
		34 Years	
	Phillips, Darrell	Project Coordinator Matzke Support Center **14.08 Years**	7/20/2024
Retirement/Para			
	Branton, Lynda	Teacher Aide, Pre-K Integrated Mills Elementary **19 Years**	8/3/2024
	King, David	Classroom Sub Buffalo Creek Middle **4 Years**	5/29/2024
	Yanuzzelli, John	Teacher Aide, ES Daughtrey Elementary **1 Year**	5/29/2024
Retirement/Prof			
	Medlin, Robert	Teacher, Music, MS King Middle **24 Years**	6/15/2024
	White, Charlie	Teacher, Pre-K Handicapped Rogers Garden-Bullock Elementary **31.50 Years**	8/1/2024
Retirement/Supp			
	Donath, Sandra	School Secretary II, 12 Mo. Manatee Technical College **25.40 Years**	7/1/2024
	Holley, Lenton	Custodian 8 Hr. Moody Elementary **4.16 Years**	5/17/2024
	Johnson, Lisa	Bus Driver Matzke Support Center **9 Years**	5/25/2024
	Matusik, Lee	Custodian 8 Hr. Rogers Garden-Bullock Elementary **34.93 Years**	9/1/2024
	Nichols, Lashonda	Custodian 8 Hr. Matzke Support Center **16.83 Years**	6/1/2024

Type		Information/Position/Location	Eff Date
Termination/Para			
	Brice, Sacouya	Teacher Aide, ESE Tillman Elementary	5/11/2024
	Rogers, John	Teacher Aide, ESE, One-on-One Manatee High	5/22/2024
Termination/Prof			
	Bartens, Jennifer	Teacher, Pre-K Integrated Freedom Elementary	5/25/2024
Termination/Supp			
	Edwards, Shondrika	Food Service Worker-6 Hr. Southeast High	5/25/2024
	Hart, Delisha	Food Service Worker-6 Hr. Southeast High	5/17/2024
	Hernandez Camacho, Ismael	Custodian 8 Hr. Professional Support Center	5/18/2024
	Mayer, Sara	Custodian 8 Hr. Tara Elementary	5/22/2024
	Smith, Voldavia	School Clerical Assistant, 11 Mo. Horizons Academy	5/22/2024
	Szabad, Stephanie	Food Service Worker-5 Hr. Lakewood Ranch High	5/23/2024
	Whidden, Nathan	Custodian 8 Hr. School Support Center	5/15/2024
Transfer/Admin			
	Aguilera, Crystal	From: Student Support Specialist Parrish Community High To: Assistant Principal, ES Harvey Elementary	7/1/2024
	Bench, Shelby	From: Assistant Principal, ES Harvey Elementary To: Assistant Principal, ES Ballard Elementary	7/1/2024
	Boyd, Hannah	From: Student Support Specialist Braden River High To: Assistant Principal, MS King Middle	7/1/2024

Type	Information/Position/Location	Eff Date
Clarke, Ryan	From: Assistant Principal, HS Horizons Academy To: Assistant Principal, MS Jain Middle	7/1/2024
Combs, Amy	From: Teacher, Special Assignment Professional Support Center To: Assistant Principal, ES Gullett Elementary	7/1/2024
Cornwell, Tamara	From: Assistant Principal, MS Lee Middle To: Assistant Principal, MS Braden River Middle	7/1/2024
Cucci, Kathryn	From: Assistant Principal, MS Braden River Middle To: Assistant Principal, MS Lee Middle	7/1/2024
DeLee-Price, Kerry	From: Behavioral Specialist Professional Support Center To: Behavioral Specialist Palmetto Elementary	7/1/2024
Erikzon, Karen	From: Assistant Principal, ES Oneco Elementary To: Assistant Principal, ES Blackburn Elementary	7/1/2024
Ferrara, Nicolaas	From: Student Support Specialist Manatee High To: Assistant Principal, HS Palmetto High	7/1/2024
Hughes, Cheryl	From: ESE Cluster Coord., Student Svcs Professional Support Center To: Behavior Specialist Prine Elementary	7/14/2024
Lawrence, Chandoue	From: Student Support Specialist Lincoln Middle To: Assistant Principal, MS Haile Middle	7/1/2024

Type		*Information/Position/Location*	Eff Date
	Mayoral, Melissa	From: Reading Coach, ES Oneco Elementary To: Assistant Principal, ES Manatee Elementary	7/1/2024
	Nguyen-Pham, Cindy	From: Assistant Principal, ES Palm View K-8 To: Assistant Principal, ES Willis Elementary	7/1/2024
	Paternostro, Nicole	From: Student Support Specialist Parrish Community High To: Assistant Principal, MS Palm View K-8	7/1/2024
	Santora, Jennifer	From: Assistant Principal, ES Manatee Elementary To: Assistant Principal, ES Oneco Elementary	
	Singleton, Tarshay	From: Dean Manatee High To: Assistant Principal, HS Horizons Academy	7/1/2024
	Sloman, Robert	From: Assistant Principal, MS Haile Middle To: Assistant Principal, MS Lincoln Middle	7/1/2024
	Spahn, Jason	From: Assistant Principal, MS King Middle To: Assistant Principal, HS Manatee High	7/1/2024
Transfer/Prof			
	Watts, Noemi	From: Third Grade Teacher Moody Elementary To: First Grade Teacher Prine Elementary	7/21/2024
Transfer/Supp			
	Belton, Malcolm	From: Teacher Assistant, HS, ISS Braden River High To: School Clerical Assistant, 10 Mo. Southeast High	7/28/2024

Type	Information/Position/Location	Eff Date
Stewart, Patricia	From: School Registrar I, ES Moody Elementary To: School Registrar I, ES Gullett Elementary	5/26/2024
Yaeckel, John	From: Custodian 8 Hr. Bayshore High To: Lead Custodian II Bayshore High	6/9/2024
Zanders, Marvis	From: School Bus Trans. Dispatcher Matzke Support Center To: Route Administrator Matzke Support Center	5/26/2024

AGENDA ITEM NO. 9.2

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content 6.11.2024
OOF ESOL 6.11.2024
OOF Reading 6.11.2024

Out of Field Content 6/11/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2025
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	Elementary Education K-6	4/1/2025
Critzer,Michael	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	3/31/2025
McDonald,Ann M.	Lee Middle School	Tchr, VE	Exceptional Student Education K-12	3/18/2025
Napoli,Danielle	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/2/2025
Baxter,Maurice R.	Manatee Elementary School	Tchr, Resource	PreKindergarten/Primary Education PK-3	2/2/2025
Brown,Brittanie	Manatee Elementary School	Tchr, First Grade	Elementary Education K-6	2/2/2025
Badham,Leanne	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	1/31/2025
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	1/30/2025
Giraldo,Lori A.	Horizons Academy	Elementary Teacher	Elementary Education K-6	1/16/2025
Silva,Jaime S	Horizons Academy	Tchr, Mathematics, HS	Mathematics 6-12	1/16/2025
Markland,Katherine Luby	Bayshore Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/8/2025
Lanza,Alys	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	1/7/2025
Steffensen,Kira	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	1/5/2025
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/19/2024
Conrad,Natalie Nicole	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/27/2024
Healy,Kelli Randa	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	11/1/2024
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/23/2024
Johnson,Robert Fredrick	Bayshore Elementary School	Tchr, Fourth Grade	Elementary Education K-6	10/16/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	9/22/2024
Mallo,Margaret	Manatee High School	Tchr, Language Arts, HS	English 6-12	8/2/2024
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Bigler,Cynthia L.	Bayshore High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2024
Montone,Daniel Bryan	Bayshore High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Frank,Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	5/31/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Walker,Amanda	Blackburn Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Art, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2024
Malcomb,Allison	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Kennedy,Charles Arthur	Daughtrey Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Fauchier-Johnson,Angela Brooke	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2024
Brown,Janice	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Ferris,Laura	Horizons Academy	Tchr, Other Classroom	Exceptional Student Education K-12	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Galloza,Jezlyn M	Kinnan Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Martinez,Diana Rose Supnad	Kinnan Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Williams,Ashley irene	Kinnan Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bourdeau,Karen Marie	Lee Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Davis,Andrea	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Hall,Brianna D	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Rivero,Luis Alan	Oneco Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Barco,Adriana	Palmetto High School	Tchr, World Language, HS	World Language – Spanish K-12	5/31/2024

Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024
Johnson,Mackenzie Taylor	Palmetto High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Lang,Mackenzie	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Rush,Cynthia Lee	Rogers Garden-Bullock ES	Tchr, PI, VE	Mathematics 6-12	5/31/2024
White,Charlie A.	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Hermann,Mark L	Sable Acad Behavioral Learning	Tchr, VE/SC	Elementary Education K-6	5/31/2024
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Maloney,Charisse	Sable Acad Behavioral Learning	Elementary Teacher	Elementary Education K-6	5/31/2024
Denny,Rachel Louise	Samoset Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Technology	Business Education 6-12	5/31/2024
Leupold,Jonathan	Tillman Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2024
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Fernandez,Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Biology 6-12	2/29/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
Hunter,Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/6/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/6/2024
DeCicco,Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	2/6/2024
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2024
Thomas,Sheree A.	Lee Middle School	Reading Coach, MS	Middle Grades English 5-9	2/2/2024
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, VE/SC	Educational Media Specialist PK-12	1/17/2024
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/9/2024
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/19/2023
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Miller,Craig Louis	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/28/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023
Cray,Laura	Tara Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	11/22/2023
Esposito,Juliette	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/30/2023
Riggio,Joseph M	Johnson K-8 Sch of Int Studies	Tchr, Physical Educ, ES	Elementary Education K-6	10/22/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
Rostampour,Michael Maziar	Bayshore Elementary School	Tchr, Fourth Grade	Elementary Education K-6	10/5/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
Dejneka,Ulyana Bushnell	Bayshore High School	Tchr, ESOL Resource	Art K-12	5/31/2023
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	Elementary Education K-6	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
McMahon,Nicole E	Jain Middle School	Tchr, Other Classroom	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
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2023
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, Dual Language, ES	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	Readinbg K-12	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023

Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
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
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Gifted Endorsement Class 2	11/1/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/30/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Artis,Heather E.	Abel Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
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
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,James H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2022
Hudson,Le' Nora Lateisha	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Daughtrey Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	5/1/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, VE	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Guth,Andrea	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/8/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2021
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/31/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Dual Language, ES	Elementary Education K-6	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
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021

Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Ngo,Jacqueline L	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	Art K-12	5/31/2021
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	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, Other Classroom	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Martinez,Stephanie Lynn	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2021
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 2	5/1/2021
Highley,Tamara J.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	2/7/2021
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
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
Koehlinger,Melissa A.	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2020
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	English 6-12	9/18/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	5/31/2020
Huffman,Julia Marie	Rogers Garden-Bullock ES	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	5/30/2020
Balsai,Gina Maria	Samoset Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 1	5/1/2020
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
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2019
Garrity,Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	10/5/2019
King,Christopher T.	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	10/3/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Greene,Nailah D.	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Elementary Education K-6	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2019
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	9/18/2018
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12	9/5/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018

Out of Field ESOL 6/11/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Wilds,Wanda Sue	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Nichols,Elizabeth Nicole	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Wieland,Catherine Amanda	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Moore,David Allen	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Fiore,Remington Tate	Johnson K-8 Sch of Int Studies	Tchr, Gifted	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Snyder,Stephanie Michelle	Kinnan Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Carson,Camrynn	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Sarrah Jo	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Simmons,DeAndra Vonterrious	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Danko,Ashley Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Dodd,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Larocca,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sardi,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Surdovel,James	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Barras,Lynn	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Willsen,Eric	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Banks,Richelle	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Cricco,Cristina	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Juntunen,Kevin	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
O'Donnell,Lori	Willis Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025

Wykes,Allison C	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Jacox,Brianna A	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Crowe,Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cusack,Tracey Boyd	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Brown,Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Costello-Murray,Patricia Ann	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/1/2024
Mosley,Jessica	Bayshore Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Nuccitelli,Tara	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Pugh,Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Wolfe,Jaisa	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Case,Denise Kruger	Braden River Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Mulcahy,Catherine	Braden River Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	8/1/2024
Rochester,Eddie	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ferrell,Leann Nichole	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Obrien,Judith Anne	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Marciniak,Daniel Lynn	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Murphy,Shelby A	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Naylor,Amanda	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Kotler,Michelle	Jain Middle School	Tchr, VE	ESOL End. Class 1	8/1/2024
Evers,Robin M	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	8/1/2024
Sharbono,Christian C	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2024
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Shenning,DeeAnah Augusta	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Cox,Chelsea A	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2024
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, First 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, Second Grade	ESOL End. Class 1	8/1/2024
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Hendricks,Corey	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Miller,Sarah Jeffcoat	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Davis,Ashley E.	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Taleff,Jessica Marie	Oneco Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024

Bradley,Maleah L	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Durham,Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Madrid,Alexis Rae	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Capalit,Ross Ann	Southeast High School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2024
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Pernia Guerrero,Jorge	Southeast High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Piscopo,Louis J	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2024
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Klecka,Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
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
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Darnell,Amanda Nicole	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Tobias,Kayla	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Sofos,Melissa Renee	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Callahan,Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Tympanick,Katherine	Daughtrey Elementary School	Tchr, First 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
Perry,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Bluemlein,Alexis	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Fidura,Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Montijo,Jennifer Lynn	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023

Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Hyde,Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Harvey,Chondra Tootle	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hamilton-Smith,Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Angstadt,Sandy	Anna Maria Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Lockhart,Megan Ann	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Jimenez,Katty Maria	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third 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
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Sasso,Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Gould,Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Addair,Caressa Jude	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2021
Steiner,Kati	Oneco 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	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Gardini,Elizabeth	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Scott,Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2020
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Watts,Ali Nicole	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	4/24/2020
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Third 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
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Paternostro,Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007

Out of Field Reading 6/11/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Ranck,Kerri	Parrish Community High School	Tchr, Other Classroom	Reading Endorsement	8/2/2023
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	Reading Endorsement Class 2	11/1/2022
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2022
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
McLaughlin,Taylor Mae	Bayshore Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Anderson,Jessica L	Blackburn Elementary School	Coordinator	Reading Endorsement Class 1	11/1/2021
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Frederick,Donna	Sugg Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 1	8/1/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Reading Endorsement	10/4/2019
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019

AGENDA ITEM NO. 9.3

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval to Purchase Legal Services for Fiscal Year 2024-2025 from Blalock Walter, PA, Johnson Jackson, PLLC, Rob Robinson Attorney PA, Sniffen & Spellman, PA, SDMC No. 25-0023-RG, Estimated in the Amount of $800,620.00

Executive Summary
The District is seeking approval for the acquisition of outside legal services. These services are necessary for addressing matters such as employee discipline, litigation defense, charges from the Equal Employment Opportunity Commission, defense against unfair labor practices, arbitrations, defense of matters related to Exceptional Student Education (ESE), complaints to the Office of Civil Rights, and other assigned legal services.

Historical expenditures for legal services with Blalock Walter, PA, Johnson Jackson, PLLC, Rob Robinson Attorney, PA, Sniffen & Spellman, PA have been:

2023-2024 YTD (July 1, 2023-April 21, 2024): $533,343.68
2022-2023: $330,988.93
2021-2022: $272,966.80

Additionally, the Board procures outside legal services through the firm of Dye Harrison Knowles Kirkland Pratt & DePaula, PLLC (Dye Harrison) in an amount not to exceed $170,000.00 for school year 2024-2025. Historical spend with Dye Harrison is: 2023-2024 YTD-$382,464.23; 2022-2023 $154,330.20 and 2021-2022-$118,524.03.

6A-1.012(11) specifies that district school boards are exempt from the requirement to request competitive solicitations from three or more sources for the purchase of professional services, as authorized by Section 1010.04(4)(a), F.S. These professional services include, but are not limited to, artistic services, academic program reviews, lectures, auditing services not subject to Section 218.391, F.S., legal services such as attorney, paralegal, expert witness, court reporting, appraisal or mediator services, and health services such as examination, diagnosis, treatment, prevention, medical consultation or administration.

Approval of this agenda item does not mean that the approved funds will be spent immediately or in full. Instead, the funds will be used as and when required during 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 to purchase Legal Services for Fiscal Year 2024-2025 from Blalock Walter, PA, Johnson Jackson, PLLC, Rob Robinson Attorney PA, Sniffen & Spellman, PA, SDMC No. 25-0023-RG, estimated in the amount of $800,620.00.

Financial Impact

The funding source for this expenditure is outside attorney fees and is included in the Legal department's proposed budget for 2024-2025.

Contact

Submitting Departments: Legal Department

Initiated By: Kevin Chapman on Behalf of the Legal Department

Attachments:
Blalock Walters Letter of Engagement 2024-2025.pdf
Johnson Jackson Letter of Engagment 2024-2025.pdf
Sniffen Spellman - 2024 Manatee Engagement Letter.pdf
2024-2025 Engagement Letter-Rev.pdf

BLALOCK WALTERS
ATTORNEYS AT LAW
WE MAKE A DIFFERENCE

March 26, 2024

Via Email: anderson2k@manateeschools.net
Dr. Jason Wysong, Superintendent
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

RE: Special Counsel to School District of Manatee County ("District")
2024/2025

Dear Superintendent Dr. Wysong:

I want to thank the District for selecting Blalock Walters, P.A. (the "Firm) to represent the District in connection with the above matter. We look forward to working with the School Board, the Superintendent and the District staff. This correspondence is intended to confirm our discussions as to the nature and scope of the legal services the firm would be providing. Until this correspondence has been signed, the Firm has not agreed to act on the District's behalf.

We have discussed providing legal services to the District as special counsel as may be assigned by the District, you or the District Staff Attorney in writing from time to time related to the needs of the District and District ("Matters"). The assignment of tasks will be based on our evaluation of the appropriate attorney to provide proper representation in a cost effective matter. We have attached attorney backgrounds for several of the key attorneys who will likely be working with the District.

Fees and Expenses

Our fees and expenses are based as set forth below. Independent of the professional fees incurred, the District will be billed for disbursements such as application fees, advertising fees, postage, copying charges, and other similar charges. The charges will be separately identified on the invoice.

The District will receive an invoice as to our monthly charges on approximately the tenth (10th) of each month. Upon receipt, please review the invoice and contact the

undersigned regarding any questions or concerns. We request that the District pay the invoice within forty-five (45) days from receipt.

We will bill the District at the following discounted hourly rate:

$175.00

Matters which require third party opinion letters will be negotiated separately based on the amount of risk and legal work involved.

Document Retention

All files which we open and maintain are the property of the Firm. All of our files will be maintained for a period consistent with the State of Florida document retention guidelines unless requested in writing to do so otherwise. After that time, we reserve the right to destroy the files, including all papers and tangible items contained in them. All original client documents and agreements prepared on the District's behalf will be transferred to the District upon request, following completion of our services and payment in full of the District's account. All judgments, settlements, amounts due or to become due to the District arising from or relating to the Matters on which we have acted as counsel will be paid to the District in full following satisfaction of all accounts rendered to the District or will be applied in satisfaction of such account.

Conflicts of Interest

Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. First, there are times in regard to certain personnel or student related items that we may be retained to represent either the District or the Superintendent and will act accordingly. Further, we have implemented procedures to search for actual and potential conflicts at the outset of each engagement. We have no clients with interests known to be adverse to the District and will comply with The Florida Bar rules regarding conflicts of interest if an issue arises.

From time to time, we may be asked to represent someone whose interests may potentially differ from the District's interests or have a working relationship with the District. We are accepting this engagement with the District's understanding and express consent that our representation of the District will not preclude us from accepting an engagement from a

new or existing client that may have different interests from the District provided that, in accordance with Rule 4-1.7 of the Florida Bar Rules of Professional Conduct, we reasonably believe that we can provide competent and diligent representation to both clients; the representation is not prohibited by law; the representation does not involve the assertion of a position adverse to another client when we represent both clients in the same proceeding before a tribunal; and each affected client gives informed consent, confirmed in writing or clearly stated on the record at the hearing. If we do not comply with Rule 4-1.7 of the Florida Bar Rules of Professional Conduct, the firm will not accept the engagement.

Communication

We will keep the District and you informed regularly of the progress of and issues relating to the Matters. We will also strive to copy the District, you and the District's Staff Attorney, as appropriate, with pertinent correspondence and documents created on the District's behalf and received from other parties. We encourage open communication with the Firm relating to all facets of the Firm's representation of the Firm. In particular, litigation and potential litigation have inherent uncertainty associated with them. Some of the uncertainty can be minimized through open communication, while the remainder cannot be removed. We will, from time to time, advise you as to our beliefs with respect to the current strengths and weaknesses associated with the District's position in the Matters. We will not make any guarantees to the District regarding the outcome of the Matters.

Review and Termination of Representation

We have agreed the parties will review our representation and all matters regarding this representation, including rates, in September 2023 and either party may end this engagement without cause. If either party elects to terminate the relationship, the parties will determine how best to complete or transition any on-going matters in a cooperative manner. At any point, if the District does decide to terminate our services, you agree to give us prompt written notice of such termination. Upon our termination, the District will remain obligated to pay for all services rendered and costs or expenses paid or incurred on the District's behalf prior to the date of termination and those which are reasonably necessary thereafter.

Confirmation of Engagement

If the foregoing is acceptable, please sign and return a copy of this letter.

On behalf of Blalock Walters, P.A., we look forward to working with you and the District on these Matters. We sincerely appreciate the opportunity to serve as the District's special counsel. If you have any questions regarding the terms of our engagement, please contact the undersigned at your earliest convenience.

Fred Moore, except as he may assign duties or matters within the firm, will be the lead contact for the firm regarding these matters, but if you have any questions regarding the foregoing, please do not hesitate to contact either me or Mark Barnebey.

Sincerely yours,

Fred E. Moore
B.C.S Business Litigation Law
Blalock Walters, P.A.

cc: Kimberly Anderson (via email anderson2k@manateeschools.net)
Mark Barnebey (via email)

ACCEPTED AND AGREED TO:

By: _____

Print Name: _____

Title: _____
As its Authorized Representative

Date: _____, 2024

4694143v1

March 27, 2024

Via Email
Pamela D'Agostino, General Counsel
Manatee County School Board
215 Manatee Avenue West
Bradenton, FL 34205

RE: **Engagement for Legal Services**

Dear Pamela:

We appreciate the opportunity to serve as legal counsel for the School Board of Manatee County, Florida for those matters that are assigned. We look forward to continuing to work with you.

Unless otherwise specified in the representation letter, we will render monthly invoices throughout our representation, and our invoices are due within thirty days. Our invoices typically contain a brief description of the work performed, the individual performing the work, the time required to perform the work, and itemize the costs incurred.

Our fees will be based on the hourly billing rates for the lawyers and paralegals performing the services. We record billable work performed in increments of one-tenth of an hour and periodically adjust the hourly billing rates of our lawyers and paralegals to recognize advancement in their knowledge or experience, and to reflect increases in the cost associated with the performance of legal services. The hourly rate for services performed by the lawyers for the 2024-2025 school year is $205.00 per hour. The cost for the paralegals is $95.00 per hour.

Our invoices may include cost advances that we have made on your behalf and charges for internal services. Cost advances include such items as travel expenses, courier services, service of process fees, photocopy charges by third parties, filing fees, recording fees, lien and judgment searches, expert witnesses, court reporter services, corporate record books, registration fees charged by governmental authorities and any other costs incurred in the course of our representation of the School Board. Such costs advanced on your behalf will be billed to you without any mark-up for our administrative costs to process and pay the invoices. While traveling on client business, the firm charges travel time at standard hourly rates and will charge all costs advanced for airline, hotel, rental cars, etc., at cost to your account.

Internal services typically include such items as postage, photocopies, computer research expense, mileage incurred by internal messengers, and other costs necessitated by the representation. The charge made for these internal services may be based on customary market rates, or by pro-rata allocation of consolidated billing statements from vendors, or on a subjective unit-cost basis for ease of administration, which may not be indicative of actual cost.

The School Board may terminate our agreement for any reason at any time on written notice to us; however, in a litigation matter, our termination will not be effective until the court approves our withdrawal.

As a matter of professional responsibility, we must preserve the confidences of our clients. This professional responsibility and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and the client's lawyer. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of the School Board.

Finally, other lawyers, law clerks, paralegals, and legal assistants of our firm may participate in the representation to the extent appropriate. Our firm is mindful of the cost of legal services and will seek at all times to represent you effectively and efficiently. We invite you to discuss promptly with us any questions you have concerning our billing statements. We want our clients to be satisfied with both the quality and the value of our legal services.

The School Board's agreement to this engagement constitutes the acceptance of the foregoing terms and conditions, effective July 1, 2024 until June 30, 2025. If any of them is unacceptable, please advise us. If the terms of this engagement letter are satisfactory, please so indicate by signing below and return an original signed letter. We sincerely appreciate the opportunity to represent the School Board.

Very truly yours,



Erin G. Jackson

Executed at _____this _____day of _____, 2024.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____

Title: _____

SNIFFEN & SPELLMAN, P.A.

123 North Monroe Street ● Tallahassee, FL ●
32301 Phone: 850.205.1996 ● Fax: 850.205.3004
www.sniffenlaw.com

March 25, 2024

The School Board of Manatee
County 215 Manatee Avenue West
Bradenton, FL 34205

Re: Letter of Engagement with Manatee County School District School Year 2024-2025

Dear Board Members:

We are pleased that we have been retained by the SCHOOL BOARD OF MANATEE COUNTY in connection with the specific representation of the Client as set forth above. This letter will govern the work to be performed by us with respect to the above matter as well as all other legal work (and related costs) accomplished by the Firm for the Client unless a different fee and cost arrangement for such work is agreed upon in writing by the parties.

This letter describes the basis on which our Firm will provide legal services to the Client and bill for those services.

1. Attorney in Charge: The undersigned attorney of the Firm may or may not be the "Attorney in Charge" of the Client's legal matters. Further, attorneys other than the attorney in charge as well as others under their supervision may be involved in handling your matters. However, always feel free to contact me with any questions or comments you may have with respect to your relationship with the Firm.

2. Fees: Fees will be based upon our standard hourly rates. My current hourly rate is $200.00 per hour.[1] Paralegal rates are at $95.00 per hour.

3. Retainer: It is the Firm's typical policy to require a retainer before the Firm renders services. However, this requirement is being waived in this instance.

4. Payment of Invoices: Invoices should be paid promptly upon receipt from the Firm. Delays in payment may result in the Firm's unavailability to continue accepting billable work on behalf of the District.

[1] This brings my hourly rate for Manatee up to the minimum rate I charge all other districts for which I provide similar services. All clients pay me a rate between $200 and $255 per hour.

Please review the foregoing. If the arrangement described in this letter is not acceptable to you in all respects, please telephone or write me. If it meets with your approval, kindly sign a copy of this letter and return it to me, together with your check for our retainer and cost deposit, if required by this letter. We cannot proceed on the Client's behalf until this letter is signed and returned.

Thank you for retaining us and we look forward to working with you.

Very truly yours,

/s/ Amy Pitsch
Amy J. Pitsch, Esq.
SNIFFEN & SPELLMAN, P.A.

AJP/mc

APPROVED AND AGREED to this
_____ day of _____, 2024,
by the undersigned.

Client: SCHOOL BOARD OF MANATEE COUNTY

By:_____ Social Security or FEI number _____

Rob Robinson
Attorney P.A.

941.364.2404
rob@robrobinson.law
robrobinson.law

May 28, 2024

VIA U.S. MAIL
Superintendent Dr. Jason C. Wysong
School District of Manatee County
215 Manatee Avenue W.
Bradenton, FL 34205

Re: Letter of Engagement

Dear Dr. Wysong:

I am pleased that the School District of Manatee County (SDMC) is retaining our firm to represent it in certain assigned matters from July 1, 2024, to June 30, 2025. This letter is intended to set forth the firm's agreement with the SDMC as to the nature and scope of the legal services the firm will be performing, the manner in which the firm's fees for those services will be determined, and the terms upon which payment will be made.

1. **Nature of legal services**. The SDMC has engaged the firm to represent former SDMC employees in litigation. SDMC reserves the right to assign additional work to the firm.

2. **Fees for services**. The firm will bill you for our services at our standard hourly rates, which are adjusted from time to time. At the present time, the hourly rates in the litigation section are as set forth below:

Robert K. Robinson	$205.00
Paralegal	$95.00

I will be the attorney principally responsible for representing the SDMC or the former employees in this matter. The firm will endeavor to make efficient use of personnel to minimize the fees and may ask the SDMC to assist us whenever possible. The firm may engage the services of outside law firms or paralegals at the same rate as this engagement letter to assist it in trial, appeals and special projects associated with the litigation. These costs will be added to the monthly invoices of the firm.

3. Costs. If it is necessary in our representation of any matters to incur out of pocket expenses such as lodging, telephone calls, deposition transcripts, filing fees, copying, mileage computerized legal research, and the like, this will be billed monthly. The firm will endeavor to minimize these costs whenever possible.

4. Retainer deposit. In order to provide a source for payment of costs incurred and fees when appropriate, the firm may require and only with the agreement of SDMC that the SDMC deposit with us, in trust, a retainer; however, the firm will waive that requirement at this time. In the event we are asked to file a suit on behalf of the SDMC, a retainer may be required to be negotiated at that time.

5. Billing. Unless agreed otherwise, our invoices will be prepared and mailed during the month following the month in which services were rendered and costs were incurred. The bill is due upon receipt. This does not apply to any requests for additional deposits which are due upon notice to the SDMC of such being required. The SDMC agrees to pay the bill as soon as practicable and no later than 30 days from the date it was mailed. Interest on outstanding balances will be charged at 1.5% per month on balances outstanding for 30 days or more. The failure to pay any bill for fees and costs rendered to the SDMC in accordance with this agreement will constitute a default. In the event of default, the SDMC consents to the firm's immediate cessation of all legal services on its behalf and to the firm's withdrawal as its counsel from all pending litigation. The SDMC will nevertheless be liable to the firm for payment of any fees earned or costs incurred prior to our withdrawal as its counsel from all pending litigation. The SDMC will nevertheless be liable to the firm for payment of any fees earned or costs incurred prior to our withdrawal as its counsel.

6. Limitation on services. Our services on behalf of the SDMC are limited to the services described in paragraph 1 of this agreement.

7. No guarantee. Nothing in this agreement or in any prior conversations should be interpreted by the SDMC as a guarantee of the outcome of any case. The firm cannot guarantee the result of the judicial process. The firm does promise to represent the SDMC zealously, competently, and in a professional manner.

8. Communication. We strive to be open and available to our clients. We will promptly respond to your inquiries, usually within 48 hours unless circumstances prevent it. Our staff is well trained and knowledgeable. Progress information may be obtained from them, but they cannot give legal advice. While we encourage communication, please keep in mind that time is a lawyer's stock in trade.

Please review this agreement and if the SDMC has any questions, please do not hesitate to contact me. If this agreement is acceptable, please acknowledge that the SDMC has reviewed it, understands it, and desires to retain the firm in accordance with this agreement. The SDMC will

do so by executing this agreement below and returning one copy to me. If the SDMC would like to review this agreement with another lawyer, please feel free to do so.

Sincerely,

ROB ROBINSON ATTORNEY P.A.

Robert K. Robinson

REVIEWED AND ACCEPTED:

SCHOOL DISTRICT OF MANATEE COUNTY

By: _____
Print Name: _____
As its: _____

Date: _____

AGENDA ITEM NO. 9.4

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

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

Executive Summary
Schools and departments have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts or stolen, and have requested the items be disposed.

School Board of Manatee County Policy 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer and disposal of the District's property.

Items are declared surplus in order to remove them from inventory accountability at the present Cost Center and dispose of them as provided for in Florida Statute 274. Disposition may involve any of the following: sale by public auction, sale or transfer to another governmental entity, scrap for reusable parts, recycled, donation to a School Board designated receiver, or abandonment at a public landfill.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends the approval of request to declare surplus and dispose of District tangible personal property greater than $5,000.00 (Possible Incoming Funds to General Fund).

Financial Impact
There is no cost to the General Fund. All assets have fully depreciated. All revenue generated through auction and/or recycling will be placed in the District's General Fund.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
Surplus List - 6-11-24

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
182358	INTERCOM SYSTEM MULTICOM 2000	7250509	1/31/2006	$ 35,478.23	$ -	OBSOLETE
201355	TELEPHONE SYSTEM ESI		3/6/2008	$ 105,433.00	$ -	OBSOLETE
232625	PHONE SYSTEM ESI		12/15/2011	$ 8,114.00	$ -	OBSOLETE
274821	CABINET ESI 1000 BASE 128X1200		9/22/2014	$ 7,642.00	$ -	OBSOLETE
276353	PHONE SYSTEM ESI 600 TILLMAN	371360600051	12/18/2014	$ 24,902.00	$ -	OBSOLETE
NO PR	PHONE SYSTEM ESI	491460700259	12/15/2011	$ 8,114.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI	440081100017	12/15/2011	$ 8,114.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI 600	371360600077	6/9/2010	$ 34,801.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI 600	371020800028	6/9/2010	$ 34,801.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI 600	371081100023	6/9/2010	$ 34,801.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI 600	371360600001	6/9/2010	$ 34,801.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI 600	371380700002	6/9/2010	$ 34,801.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI 1000	781500600180	6/20/2007	$ 108,159.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI 1000	780341400004	6/20/2007	$ 108,159.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI 1000		6/20/2007	$ 108,159.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	PHONE SYSTEM ESI 600		6/9/2010	$ 34,801.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	TILT SKILLET CLEVELAND SGL-40-TR	WT5860-00201	6/8/1995	$ 5,399.00	$ -	UNECONOMICAL TO REPAIR, AUCTION; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	TRUCK VOLVO 2007 MDL: VE D12-395 2000RPM	4V4NC9GG17N17N486775	5/27/2022	$ 7,500.00	$ -	UNECONOMICAL TO REPAIR; MISSING PARTS AND NOT RUNNING; ESTIMATED COST BASED ON SIMILAR ITEMS. ITEM ORIGINALLY A DONATION THROUGH THE MTC FOUNDATION.

AGENDA ITEM NO. 9.5

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the USDA Fresh Fruit and Vegetable Program allocation for the 2024-2025 School Year, in the Amount of $181,000.00 (Anticipated Incoming Program Funds)

Executive Summary
The Fresh Fruit and Vegetable Program (FFVP) is a USDA-funded program that provides a daily fresh fruit and/or vegetable/snack to children at eligible elementary schools during the school day. The goal of the FFVP is to introduce children to new and different varieties of fresh fruits and vegetables and to increase student acceptance of unprocessed produce. The Fresh Fruit and Vegetable Program also provides nutrition education and promotes a healthy school environment.

The Food and Nutrition Services Department will be applying for four schools to participate in the Fresh Fruit and Vegetable program for the 2024-2025 school year. The schools that will be participating are Samoset Elementary, Tillman Elementary, Daughtrey Elementary and Manatee Elementary. The annual allocation is $75.00 per student.

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 apply, accept, and expend the USDA Fresh Fruit and Vegetable Program allocation for the 2024-2025 school year, in the amount of $181,000.00. (Anticipated Incoming Program Funds)

Financial Impact
There is no financial impact to the General Fund. The non-profit school food service fund is projected to receive funds for the Fresh Fruit and Vegetable Program, in the amount of $181,000.00 for the 2024-2025 school year.

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

Attachments:
FFVP 24-25 Site Applications

Florida Automated Nutrition System

Sponsor Application Site Report

Organization Name: Manatee County School Board
School Year: 2024-2025
Sponsor Number: 41
County: MANATEE
Application Type:Renewal

Site Application: 0411-Daughtrey Elementary School

Enrollment Details

Grades Claimed at this Site

☐ Infants	☐ Pre-Kindergarten	☑ Kindergarten	☑ 1
☑ 2	☑ 3	☑ 4	☑ 5
☐ 6	☐ 7	☐ 8	☐ 9
☐ 10	☐ 11	☐ 12	

Elementary Student Enrollment	698
Current Free Enrollment	698
Current Reduced Price Enrollment	0
Current Paid Enrollment	0
Total:	698
Percent Eligible for Free & Reduced	100.00

Implementation

1. How often will the produce be served to students?
☑ three days/week

2. Please describe who will be responsible for the distribution of the produce and where it will be served.
Teachers will distribute snack mid-morning. The snack will be distributed out of the cafeteria. A student from each class will pickup the class snack bag.

3. Please check at least one of the boxes below where your school will include other efforts to integrate into the FFVP.

☑ Promote sound health and nutrition

☑ Reduce overweight and obesity

☐ Promote physical activity

Nutrition Education

4. Nutrition Education is required as part of the program. What topics will be covered? Topics will include nutritional content of fruit or vegetable, health benefits, how and where it is grown, and interesting facts and history.

5. How often will nutrition education be offered? Three days per week.

6. Where will nutrition education take place and who will be responsible for providing? Nutrition education will take place in the classroom. The teacher will be provided slides and will be responsible for sharing with students.

Program Promotion

7. Monthly FFVP promotions to students, parents and school administration are required as part of the program. How will this be implemented? The program will be promoted using fliers, brochures, newsletter articles, banners, district websites and social media, along with morning announcements.

Equipment Purchases

8. Does your school anticipate purchasing any equipment?

☐ Yes
☑ No

Local Produce

9. Do you have plans to source local produce?

☑ Yes
☐ No

If Yes, please provide a written explanation from local sources.

We will work with our food distributor to bring in produce

☑ I certify that neither this SFA nor its principals is presently, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal; department or agency. That the information on this application is true and correct the best of my knowledge. I understand that this information is being given in connection with receipt of federal funds; Department officials may, for cause, verify information; and the deliberate misrepresentation will subject me to prosecution under applicable federal and state criminal statutes. The SFA hereby agrees to comply with all state and federal laws and regulations governing the Child Nutrition Programs. The person signing below will ensure that all monthly claims for reimbursement represent meals/milk served by category and that records are available to support these claims. It is acknowledged that once signed and when approved by the Florida Department of Agriculture and Consumer Services, this application places in force the permanent agreement effective with the current program year start date and any subsequent addendum for the current program year.

Signature Jennifer Davis Date 5/20/2024

Florida Automated Nutrition System

Sponsor Application Site Report

Organization Name: Manatee County School Board
School Year: 2024-2025
Sponsor Number: 41
County: MANATEE
Application Type:Renewal

Site Application: 0151-Manatee Elementary School

Enrollment Details

Grades Claimed at this Site

☐ Infants	☑ Pre-Kindergarten	☑ Kindergarten	☑ 1
☑ 2	☑ 3	☑ 4	☑ 5
☐ 6	☐ 7	☐ 8	☐ 9
☐ 10	☐ 11	☐ 12	

Elementary Student Enrollment	538
Current Free Enrollment	538
Current Reduced Price Enrollment	0
Current Paid Enrollment	0
Total:	538
Percent Eligible for Free & Reduced	100.00

Implementation

1. How often will the produce be served to students?
☑ three days/week

2. Please describe who will be responsible for the distribution of the produce and where it will be served.
Teachers will distribute snack mid-morning. The snack will be distributed our of the cafeteria. A student from each class will pick up the class snack bag.

3. Please check at least one of the boxes below where your school will include other efforts to integrate into the FFVP.

☑ Promote sound health and nutrition

☑ Reduce overweight and obesity

☐ Promote physical activity

Nutrition Education

4. Nutrition Education is required as part of the program. What topics will be covered? Topics will include nutritional content of fruit or vegetable, health benefits, how and where it is grown and interesting facts and history.

5. How often will nutrition education be offered? Three days per week.

6. Where will nutrition education take place and who will be responsible for providing? Nutrition education will take place in the classroom. The teacher will be provided slides and will be responsible for sharing with students.

Program Promotion

7. Monthly FFVP promotions to students, parents and school administration are required as part of the program. How will this be implemented? The program will be promoted using fliers, brochures, newsletter articles, banners, district websites and social media, along with morning announcements.

Equipment Purchases

8. Does your school anticipate purchasing any equipment?

☐ Yes
☑ No

Local Produce

9. Do you have plans to source local produce?

☑ Yes
☐ No

If Yes, please provide a written explanation We will work with our food distributor to bring in produce from local sources.

☑ I certify that neither this SFA nor its principals is presently, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal; department or agency. That the information on this application is true and correct the best of my knowledge. I understand that this information is being given in connection with receipt of federal funds; Department officials may, for cause, verify information; and the deliberate misrepresentation will subject me to prosecution under applicable federal and state criminal statutes. The SFA hereby agrees to comply with all state and federal laws and regulations governing the Child Nutrition Programs. The person signing below will ensure that all monthly claims for reimbursement represent meals/milk served by category and that records are available to support these claims. It is acknowledged that once signed and when approved by the Florida Department of Agriculture and Consumer Services, this application places in force the permanent agreement effective with the current program year start date and any subsequent addendum for the current program year.

Signature Jennifer Davis Date 5/20/2024

Florida Automated Nutrition System

Sponsor Application Site Report

Organization Name: Manatee County School Board
School Year: 2024-2025
Sponsor Number: 41
County: MANATEE
Application Type:Renewal

Site Application: 0421-Samoset Elementary School

Enrollment Details

Grades Claimed at this Site

☐ Infants	☑ Pre-Kindergarten	☑ Kindergarten	☑ 1
☑ 2	☑ 3	☑ 4	☑ 5
☐ 6	☐ 7	☐ 8	☐ 9
☐ 10	☐ 11	☐ 12	

Elementary Student Enrollment	595
Current Free Enrollment	595
Current Reduced Price Enrollment	0
Current Paid Enrollment	0
Total:	595
Percent Eligible for Free & Reduced	100.00

Implementation

1. How often will the produce be served to students?
☑ three days/week

2. Please describe who will be responsible for the distribution of the produce and where it will be served.
Teachers will distribute snack mid-morning. The snack will be distributed out of the cafeteria. A student from each class will pick up the class snack bag.

3. Please check at least one of the boxes below where your school will include other efforts to integrate into the FFVP.

☑ Promote sound health and nutrition

☑ Reduce overweight and obesity

☐ Promote physical activity

Nutrition Education

4. Nutrition Education is required as part of the program. What topics will be covered? Topics will include nutritional content of fruit or vegetable, health benefits, how and where it is grown, and interesting facts and history.

5. How often will nutrition education be offered? Three days per week.

6. Where will nutrition education take place and who will be responsible for providing? Nutrition education will take place in the classroom. The teacher will be provided slides and will be responsible for sharing with students.

Program Promotion

7. Monthly FFVP promotions to students, parents and school administration are required as part of the program. How will this be implemented? The program will be promoted using fliers, brochures, newsletter articles, banners, district websites and social media, along with morning announcements.

Equipment Purchases

8. Does your school anticipate purchasing any equipment?

☐ Yes
☑ No

Local Produce

9. Do you have plans to source local produce?

☑ Yes
☐ No

If Yes, please provide a written explanation from local sources.

We will work with our food distributor to bring in produce

☑ I certify that neither this SFA nor its principals is presently, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal; department or agency. That the information on this application is true and correct the best of my knowledge. I understand that this information is being given in connection with receipt of federal funds; Department officials may, for cause, verify information; and the deliberate misrepresentation will subject me to prosecution under applicable federal and state criminal statutes. The SFA hereby agrees to comply with all state and federal laws and regulations governing the Child Nutrition Programs. The person signing below will ensure that all monthly claims for reimbursement represent meals/milk served by category and that records are available to support these claims. It is acknowledged that once signed and when approved by the Florida Department of Agriculture and Consumer Services, this application places in force the permanent agreement effective with the current program year start date and any subsequent addendum for the current program year.

Signature Jennifer Davis Date 5/20/2024

Florida Automated Nutrition System

Sponsor Application Site Report

Organization Name: Manatee County School Board
School Year: 2024-2025
Sponsor Number: 41
County: MANATEE
Application Type:Renewal

Site Application: 0521-J. Tillman Elementary School

Enrollment Details

Grades Claimed at this Site

☐ Infants	☐ Pre-Kindergarten	☑ Kindergarten	☑ 1
☑ 2	☑ 3	☑ 4	☑ 5
☐ 6	☐ 7	☐ 8	☐ 9
☐ 10	☐ 11	☐ 12	

Elementary Student Enrollment	0
Current Free Enrollment	591
Current Reduced Price Enrollment	0
Current Paid Enrollment	0
Total:	591
Percent Eligible for Free & Reduced	100.00

Implementation

1. How often will the produce be served to students?
☑ three days/week

2. Please describe who will be responsible for the distribution of the produce and where it will be served.
Teachers will distribute snack mid-morning. The snack will be distributed out of the cafeteria. A student from each class will pick up the class snack bag.

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Equipment Purchases

8. Does your school anticipate purchasing any equipment?

☐ Yes
☑ No

Local Produce

9. Do you have plans to source local produce?

☑ Yes
☐ No

If Yes, please provide a written explanation from local sources.

We will work with our food distributor to bring in produce

☑ I certify that neither this SFA nor its principals is presently, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal; department or agency. That the information on this application is true and correct the best of my knowledge. I understand that this information is being given in connection with receipt of federal funds; Department officials may, for cause, verify information; and the deliberate misrepresentation will subject me to prosecution under applicable federal and state criminal statutes. The SFA hereby agrees to comply with all state and federal laws and regulations governing the Child Nutrition Programs. The person signing below will ensure that all monthly claims for reimbursement represent meals/milk served by category and that records are available to support these claims. It is acknowledged that once signed and when approved by the Florida Department of Agriculture and Consumer Services, this application places in force the permanent agreement effective with the current program year start date and any subsequent addendum for the current program year.

Signature Jennifer Davis Date 5/20/2024

AGENDA ITEM NO. 9.6

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the School District of Manatee County Exceptional Student Education (ESE) Policies and Procedures (P&P) Handbook (No Financial Impact)

Executive Summary
At least once every three years, district school boards must submit to the Florida Department of Education (FDOE) their proposed procedures for the provision of special instruction and services for exceptional students under section 1003.57(1)(b)1, Florida Statutes. The FDOE must approve each district's ESE P&P, pursuant to Rule 6A-6.03411, Florida Administrative Code, for a school district to be eligible to receive state or federal funding for special education and related services for exceptional students.

The ESE P&P is a requirement that serves as the basis for the identification, evaluation, eligibility determination and placement of students to receive exceptional education services and is a component of the district's application for funds available under the Individuals with Disabilities Education Act. Each district must submit a school board approved ESE P&P by July 1, 2024.

Upon Board approval of the School District of Manatee County Exceptional Student Education (ESE) Policies and Procedures (P&P) Handbook, the ESE Department will submit to the Florida Department of Education (FDOE).

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 (ESE) Policies and Procedures (P&P) Handbook (No Financial Impact).

Financial Impact
No Financial Impact

Contact
Submitted By:
Dr. Laurie Breslin
Executive Director Student Support and Family Engagement

Attachments:
ESE Manual 2024 2025.pdf
ESE Manual Update Redlined.pdf

EXCEPTIONAL STUDENT EDUCATION MANUAL

Education with Innovation and Imagination

2024-2025

SCHOOL DISTRICT OF MANATEE COUNTY
Exceptional Student Education Department

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Department Contacts

Role	Contact	Extension
Executive Director, Student Support and Family Engagement	Dr. Laurie Breslin	43705
Executive Secretary to the Executive Director	Barbara Burwell	43183
ESE Director	Joshua Bennett	43217
Admin Secretary to the ESE Director	Laurie Beauregard	43030
ESE Associate Director	Maribeth Mason	43223
ESE Associate Director	Nicole Meo	43092
Secretary to Associate Directors	Marian Kinsey	473241
ESE Coordinator	Sheri Goodwin	43227
ESE Coordinator	Kari Schrock	43222
Specialist/Manager Health Services	Barbara Hefner	43284
Parent Engagement and Outreach	Jodi O'Meara	43298
SABLE Site Administrator	Mary Taylor	30893
ACCESS to Education Site Administrator	Chad Allen	38078

ESE Programs and Procedures (ESE P&P)

The Exceptional Student Education Manual (ESE Manual) serves as a general overview with guidelines of ESE programming in Manatee County Schools. For the most specific, detailed procedures, the district state approved ESE P&P is the most comprehensive resource available. Please visit the DOE website to obtain a copy of the ESE P&P https://www.fldoe.org/academics/exceptional-student-edu/monitoring/.

Federal Law, and The Individuals with Disabilities Education Act (IDEA) Requires that:
Students with disabilities who meet the criteria of one or more categories of disabilities specified in law and who need special education services must have an IEP.
The IEP must be reviewed at least annually and revised as necessary.
Due Process rights are guaranteed.
Student records are confidential.
Parents are important partners in the IEP process and must be invited to all IEP meetings.

Initial Evaluations

School-Team Driven

A Multi-Tiered System of Supports (MTSS) is intended to help students receive the level of support needed to ensure academic and behavioral success. For students enrolled in grades K-12: upon review of Tier 3 progress monitoring data indicating inadequate progress or need for a level of intensity or resources to sustain progress, the parent (already invited to the IST meeting) will be asked to provide consent for evaluation. If parent is not in attendance, then a designated staff member will contact the parents within 30 calendar days of the meeting to share information and request consent to conduct the evaluation. For PreK students enrolled in school based VPK programs: When a teacher has reason to suspect that a PreK child may be a child with a disability, the teacher will discuss concerns with the parent and inform them that a screening will be completed. For concerns about speech or language only, the teacher will request a Speech/Language Screening from the school-based Speech/Language Therapist. For concerns about learning and behavior, a Developmental Screening from the school based MTSS team is requested. If screening results indicate learning or behavior delays, the teacher will request inclusion on the IST agenda so that a meeting (parent included) can be held within 30 days of obtaining screening results from the school-based evaluator. Consent is obtained at the IST meeting.

Parent Driven

For grades K to 12: When a parent requests an evaluation, the request will be documented in PEER. The person receiving the parent request for evaluation will notify the Intensive Support Team (IST) Chairperson who will schedule the case on the IST agenda within 30 calendar days of the parent's request. At that meeting, the IST will review relevant data about the student and will obtain consent for the evaluation (unless the parent and school agree otherwise in writing) or provide notice of refusal (Use MIS 41-00911 Prior Written Notice -Refusal or Discontinue). If the district agrees to evaluate, then the general education intervention procedures, if not already implemented, are implemented concurrently with the evaluation. Consent will be obtained at the IST meeting.

SDMC Enrolled PRE-K IST Process

If a parent or a PREK teacher has a concern regarding a student in the areas of speech, language, behavior, or learning the classroom teacher should:

STEP 1

- ❖ Communicate with the student's parents regarding the classroom performance.
- ❖ Make sure the student has an up-to-date vision and hearing screening on file.
- ❖ Request a vision / hearing screening from the school nurse if there has not been one completed within the year.

STEP 2

- ❖ The teacher will send home the Manatee County Parent Questionnaire. This document is in Schoology under ESE Documents and Resources.
- ❖ The parent will complete and return the questionnaire to the classroom teacher. The information will be included with the documentation that is brought to the IST meeting.

STEP 3

- ❖ ASQ (Ages and Stages Questionnaire), is completed by the teacher. This document is in Schoology under ESE Documents and Resources.
- ❖ The teacher will collect additional anecdotal notes, assessment data, and work sampling data. This supporting documentation will be brought to the IST meeting.

STEP 4

- ❖ The classroom teacher will contact the school's IST Chair to schedule an IST meeting. Contact the school administrator if assistance if needed.
- ❖ The classroom teacher will Inform the student's parents of IST meeting date and time.

STEP 5

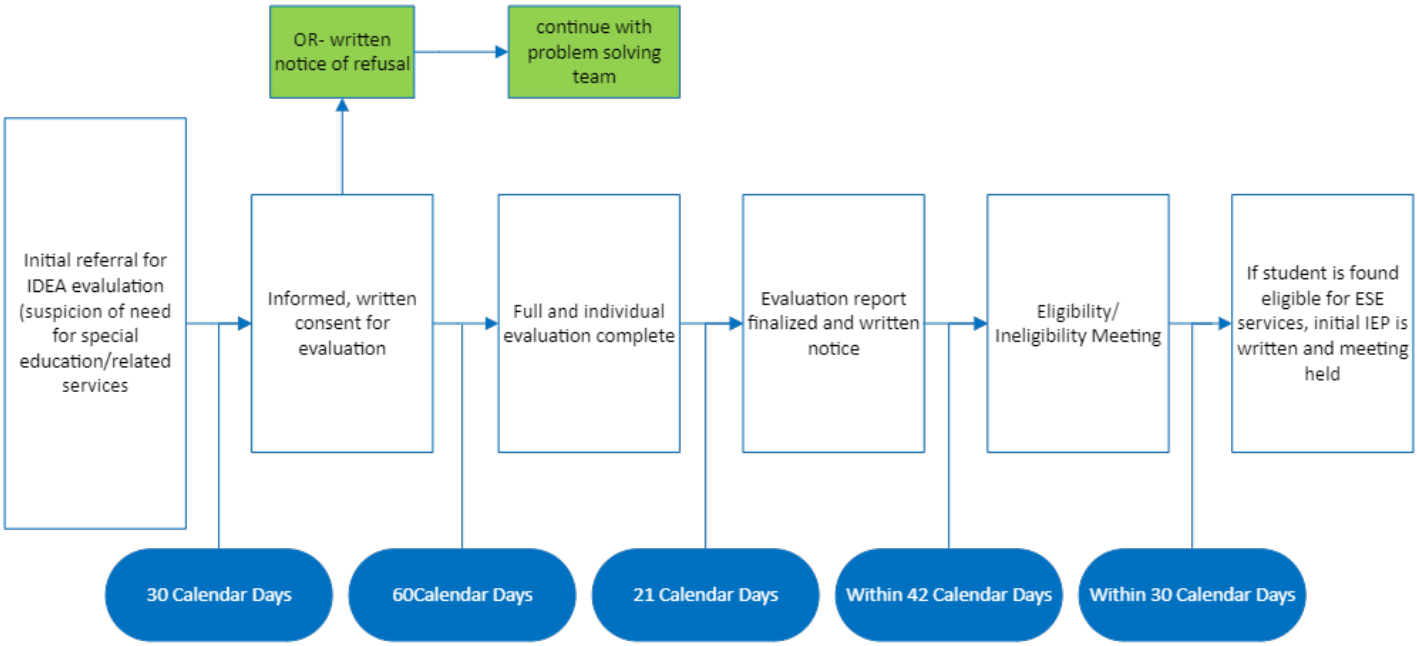
FOR SPEECH / LANGUAGE ONLY CONCERNS	FOR BEHAVIOR OR LEARNING CONCERNS:
❖ Provide all screening documents to the SLP (hearing/ vision, Parent Questionnaire, ASQ, anecdotal notes, assessment data, and work sampling data.) ❖ Request your school SLP complete a screening. ❖ Contact your school administrator if assistance is needed.	❖ Provide all screening documents to the IST (hearing/ vision, Parent Questionnaire, ASQ, anecdotal notes, assessment data, and work sampling data.) ❖ If there is a behavior concern provide a behavior chart, behavior frequency chart, duration records, etc. Contact an Early Learning and Family Support

❖ Your SLP may require additional documents.	team specialist if support is needed. ❖ Contact your school administrator if assistance is needed. ❖ Your IST may require additional documents.

NEXT STEPS IN THE PROCESS:

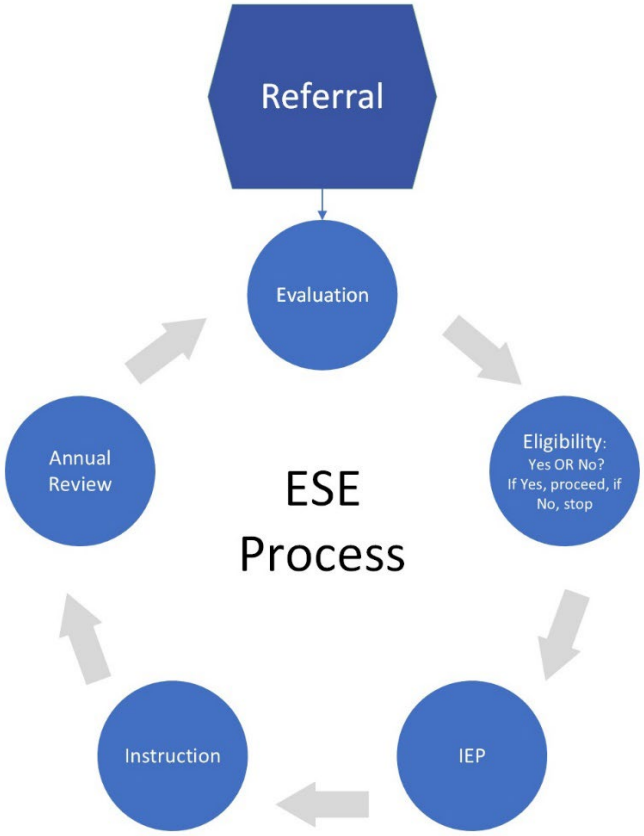
- ❖ The SLP and/or IST will determine if evaluations or re-evaluations are needed and get consent.
- ❖ Evaluations will be completed by the school therapists.
- ❖ THE IST will contact Jodi McCoy to explore placement options and arrange for entry COS to be completed by the Early Learning Family Support Team if needed (Jodi McCoy 941-753-0958, Ext 38208 mccoyj@manateeschools.net).
- ❖ Evaluations will be reviewed by IST with the classroom teacher and parents, to determine eligibility.
- ❖ If needed an IEP will be developed and the student will be placed.
- ❖ If the student is found eligible for any ESE services, the IST Chair will complete the Child Find Tracking Form and submit it to Jodi McCoy. This document is in Schoology under ESE Documents and Resources (Jodi McCoy 941-753-0958 Ext 38208 mccoyj@manateeschools.net).
- ❖ If a VPK student is found eligible for any ESE full time placement, the VPK teacher will complete the VPK withdrawal form. This document is in Schoology under ESE Documents and Resources. Send the completed VPK withdrawal form to Cari Whiddon (Cari Whiddon 941-753-0958, Ext 38201 whiddonc@manateeschools.net).
- ❖ If you are considering a change of placement (ese classroom to a different ese classroom) contact an Early Learning and Family Support team specialist (Tisha Conaway 941-753-0958, Ext 38094 conawayt@manateeschools.net).

Initial Evaluation Timeline Manatee County



Eligibility Criteria

Students who exhibit a need for ongoing intensive or specially designed instruction in school due to a disability qualify for Exceptional Student Education.



Each school district is responsible for providing services to students who are eligible for the following ESE programs.

- Autism Spectrum Disorder (ASD)
- Deaf or Hard-of-Hearing (DHH)
- Developmental Delay (DD)
- Dual-Sensory Impairment (DSI): Deaf-Blind
- Emotional/Behavioral Disability (EBD)
- Homebound or Hospitalized (HH)
- Intellectual Disability (InD)
- Language Impairment (LI)
- Other Health Impairment (OHI)
- Orthopedic Impairment (OI)
- Specific Learning Disability (SLD)
- Speech Impairment (SI)
- Traumatic Brain Injury (TBI)
- Visual Impairment (VI)

Eligibility Protocols

Autism Spectrum Disorder (ASD)

Autism Spectrum Disorder is defined to be a range of pervasive developmental disorders that adversely affects a student's functioning and results in the need for specially designed instruction and related services. Autism Spectrum Disorder is characterized by an uneven developmental profile and a pattern of qualitative impairments in social interaction, communication, and the presence of restricted repetitive, and/or stereotyped patterns of behavior, interests, or activities. These characteristics may manifest in a variety of combinations and range from mild to severe. Autism Spectrum Disorder may include Autistic Disorder, Pervasive Developmental Disorder Not Otherwise Specified, Asperger's Disorder, or other related pervasive developmental disorders. The corresponding definition is found in State Board of Education Rule 6A-6.03023, Florida Administrative Code (F.A.C.).

DOE ASD Eligibility Information

Criteria for Eligibility

- Impairment in social interaction as evidenced by delayed, absence, or atypical ability to relate to individuals or the environment.
- Impairment in verbal or non-verbal language skills used for social communication.
- Restricted or repetitive patterns of behavior, interests, or activities.
- The core features of Autism Spectrum Disorder in A, B and C occur across settings (at home, in the community and at school).
- The student demonstrates a need for special education.

Florida Statutes and Rules

- Section 627.6686, Florida Statutes, Steven A. Geller Autism Coverage Act
- 6A-6.03023, F.A.C., Exceptional Student Education Eligibility for Students with Autism Spectrum Disorder
- 6A-6.401796, F.A.C., Specialization Requirements for Endorsement in Autism Spectrum Disorders - Academic Class

Bureau of Exceptional Student Education Discretionary Projects

- Autism Endorsement Tuition Support Program

- Center for Autism and Related Disabilities (CARD):
- Florida CARD Sites by Region
- Florida Diagnostic and Learning Resources System (FDLRS)
- The Partnership for Effective Programs for Students with Autism (PEPSA)

See Appendix A for Full Eligibility Protocol Form

Deaf or Hard-Of-Hearing (DHH)

Pursuant to Rule 6A-6.03013, Florida Administrative Code (F.A.C.), Deaf means a hearing level

that is so severe that it impacts the processing of linguistic information through hearing, with or without amplification, that adversely affects the student's educational performance. Hard of Hearing means a hearing impairment or loss, whether permanent or fluctuating, that adversely affects a student's educational performance, but that is not included under the definition of deaf.

DOE DHH Eligibility Information

Criteria for Eligibility

- Audiological report must include a summary of the hearing and medical history, audiological results, and a diagnosis of any hearing impairment or loss. A licensed audiologist must provide the audiological report.
- Functional listening assessment is an assessment that determines how noise, distance, and visual input affect a student's listening abilities.
- Communication and language assessment is an assessment that addresses expressive and receptive language, including pragmatic language. The assessments must consider a student's preferred mode of communication, such as ASL, spoken language, signed or written language, with or without visual support or hearing assistive technology, augmentative and alternative communication, or a combination thereof.

Florida Rules

- Rule 6A-6.03013, F.A.C., Exceptional Student Education Eligibility for Students Who Are Deaf or Hard-of-Hearing

Florida Department of Education Resources

- Division of Vocational Rehabilitation: Deaf, Hard-of-Hearing, and Deaf-Blind Services
- Florida Coordinating Council for the Deaf and Hard of Hearing
- Florida School for the Deaf and the Blind
- Florida Hands & Voices
- Florida's Educational Opportunities for Students with Sensory Impairments (PDF)
- Oportunidades educativas para estudiantes con discapacidades sensoriales en Florida

(PDF)

- Florida's Educational Opportunities for Students with Sensory Impairments Booklet (PDF)
- FDOE Communication Plan (Fillable Form)

Bureau of Exceptional Student Education Discretionary Projects

- Resource Materials and Technology Center for the Deaf/Hard-of-Hearing (RMTC-D/HH)
- Auditory-Oral Education Grant (Clarke School)
- Auditory-Oral Education Grant (Debbie School)
- Educational Interpreter Project

See Appendix B for Full Eligibility Protocol Form

Developmentally Delayed

A prekindergarten child with a disability is defined as a child who is below five (5) years of age

on or before September 1 and has a sensory, physical, mental, or emotional condition which significantly affects the attainment of normal developmental milestones.

Developmentally Delayed (DD): Ages Three through Nine Years

A child who is developmentally delayed is three (3) through years (9) years of age and is delayed in one (1) or more of the following areas:

- Adaptive or self-help development,
- Cognitive development,
- Communication development,
- Social or emotional development,
- Physical development including fine, or gross, or perceptual motor.
- This definition is found in State Board of Education Rule 6A-6.03027, F.A.C.

DOE DD Eligibility Information

Criteria for Eligibility

A child is eligible for the special program for children who are developmentally delayed when the following criteria are met:

- The child is three through nine years of age unless the child has completed grade 2.
- Documentation of one of the following:
- A score of two standard deviations (SD) below the mean or a twenty-five (25) percent delay on measures yielding scores in months in at least one area of development; or
- A score of 1.5 standard deviations (SD) below the mean or a twenty percent delay on measures yielding scores in months in at least two areas of development; or
- For children six or younger and based on information and data, the eligibility staffing committee recommends that a developmental delay exists, and exceptional students' education services are needed.

Florida Statues and Rules

- 6A-6.03026, F.A.C., Eligibility Criteria for Prekindergarten Children with Disabilities

- 6A-6.03027, F.A.C., Special Programs for Children Three Through Nine Years Old who are Developmentally Delayed

Florida Department of Education Resources

- Child Find Video for Parents
- Florida Department of Education: Early Learning/Prekindergarten
- Florida's Early Steps

Bureau of Exceptional Student Education Projects

- Florida's Technical Assistance and Training System (TATS)
- PreK Disabilities Tuition Support Program
- Florida Diagnostic and Learning Resources System-Child Find

See Appendix C for Full Eligibility Protocol Form

Dual-Sensory Impaired (DSI): Deaf-Blind

A student who has dual-sensory impairments affecting both vision and hearing, the

combination of which causes a serious impairment in the abilities to acquire information, communicate, or function within the environment, or who has a degenerative condition which will lead to such an impairment.

Criteria for Eligibility

A student with a dual sensory impairment is eligible for exceptional student education when either of the following criteria is met.

DOE DSI Eligibility Information

- For a student diagnosed with a medical condition having the potential for dual sensory loss:
  - A medical report from a physician licensed in Florida in accordance with Chapter 408 or 463, F.S., unless a report of a medical examination from a physician licensed in another state is permitted in accordance with paragraph 6A-6.0331(3)(e), F.A.C., confirming the existence of such a diagnosis, its prognosis, and the potential for dual sensory loss;

    AND
  - The student needs special education as defined in Rule 6A-6.03411, F.A.C

    OR
- For students with Vision and hearing impairments:
  - The student meets the criteria listed in subsection 6A-6.03014(4), F.A.C, or has functional blindness.
  - The student meets criteria listed in subsection 6A-6.03014(4), F.A.C., or has functional hearing loss.

    AND
  - The student needs special education services as defined in rule 6A-6.03411, F.A.C.

Florida Rules

- Rule 6A-6.03022, Florida Administrative Code (F.A.C.), Special Programs for Students Who Are Dual-Sensory Impaired

Florida Department of Education Resources

- Florida's Educational Opportunities for Students with Sensory Impairments (8.5 x 11) (PDF)
- Oportunidades educativas para estudiantes con discapacidades sensoriales en Florida (PDF)
- Florida's Educational Opportunities for Students with Sensory Impairments (folded booklet style) (PDF)
- Florida Hands & Voices
- Florida School for the Deaf and the Blind
- FDOE Communication Plan (Fillable Form)

Bureau of Exceptional Student Education Discretionary Projects

- Florida and Virgin Islands Deaf-Blind Collaborative
- Auditory-Oral Education Grant (Clarke School)
- Auditory-Oral Education Grant (Debbie School)
- Florida Instructional Materials Center for the Visually Impaired (FIMC-VI)
- Resource Materials and Technology Center for the Deaf/Hard-of-Hearing (RMTC-D/HH)

See Appendix D for Full Eligibility Protocol Form

Emotional or Behavioral Disability (EBD)

A student with an emotional/behavioral disability has persistent (is not sufficiently responsive to implemented evidence-based interventions) and consistent emotional or behavioral responses that adversely affect performance in the educational environment that cannot be attributed to age, culture, gender, or ethnicity. The corresponding definition is found in State Board of Education Rule 6A-6.03016, Florida Administrative Code (F.A.C.)

Criteria for Eligibility

A student with an emotional/behavioral disability must demonstrate an inability to maintain adequate performance in the educational environment that cannot be explained by physical, sensory, socio-cultural, developmental, medical, or health (exception of mental health) factors; **and must demonstrate one or more of the following characteristics described in this rule:**

Internal factors characterized by:

- Feelings of sadness, or frequent crying, or restlessness, or loss of interest in friends and/or schoolwork, or mood swings, or erratic behavior

  OR

- The presence of symptoms such as fears, phobias, or excessive worrying and anxiety regarding personal or school problems

  OR

- Behaviors that result from thoughts and feelings that are inconsistent with actual events or circumstances, or difficulty maintaining normal thought processes, or excessive levels of withdrawal from persons or events; or

External factors characterized by:

- An inability to build or maintain satisfactory interpersonal relationships with peers, teachers, other adults in the school setting.

  OR

- Behaviors that are chronic and disruptive such as noncompliance, verbal and/or physical aggression, and/or poorly developed social skills that are manifestations of feelings, symptoms, or behaviors as specified in subparagraphs (4)(a)1.-3. Of this rule.

The characteristics described in this rule must be present for a minimum, of six months duration and in two or more settings, including but not limited to, school, educational environment, transition to and/or from school, or home/community settings. At least one setting must include school.

The student needs special education as defined in paragraph 6A.03411(1)(kk), F.A.C.

In extraordinary circumstances, general education interventions and activities as described in subsection (2) of this rule, and criteria for eligibility described in paragraph (4)© of this rule, may be waived when immediate intervention is required to address an acute onset of an internal emotional/behavioral characteristic as listed in paragraph (4)(a) of this rule.

Characteristics not indicative of a student with an emotional/behavioral disability: Normal, temporary (less than six months) reactions to a life event(s) or crisis; or Emotional/behavioral difficulties that improve significantly from the presence of evidence-based implemented interventions; or social maladjustment unless also found to have an emotional/behavioral disability.

DOE EBD Eligibility Information

Florida Statutes and Rules

- 1003.573, Florida Statutes (F.S.), Seclusion and restraint of students with disabilities in public schools
- 1003.574, F.S., Video cameras in public school classrooms; pilot program (Broward County)
- 6A-6.03016, F.A.C., Exceptional Student Education Eligibility for Students with Emotional/Behavioral Disabilities
- 6A-6.03312, F.A.C., Discipline Procedures for Students with Disabilities

Florida Department of Education Resources
Bureau of Exceptional Student Education Discretionary Projects

- Florida Positive Behavior Support: Response to Intervention for Behavior Project (FPBIS: RtIB)
- Problem-Solving – Response to Instruction/Intervention Project (PS-RtI)
- Multiagency Network for Students with Emotional/Behavioral Disabilities (SEDNET)
- Florida Inclusion Network
- Student Support Services Project
- Florida Diagnostic and Learning Resources System (FDLRS)

See Appendix E for Full Eligibility Protocol Form

Intellectual Disability (InD)

An intellectual disability is defined as significantly below average general intellectual and adaptive functioning manifested during the developmental period, with significant delays in academic skills. Developmental period refers to birth to eighteen (18) years of age. The corresponding definition is found in State Board of Education Rule 6A-6.03011, Florida Administrative Code (F.A.C.)

Criteria for Eligibility

- The measured level of intellectual functioning is more than two standard deviations (SD) below the mean on an individually measured, standardized test of intellectual functioning.
- The level of adaptive functioning is more than two standard deviations below the mean on the adaptive behavior composite or on two out of three domains on a standardized test of adaptive behavior. The adaptive behavior measure shall include parental or guardian input.
- The level of academic or pre-academic performance on standardized test is consistent with the performance expected of a student of comparable intellectual functioning.
- The social/developmental history identifies the developmental, familial, medical/health, and environmental factors impacting student functioning and documents the student's functional skills outside of the school environment.
- The student demonstrates a need for special education.

DOE InD Eligibility Information

Florida Rule

- Rule 6A-6.03011, F.A.C., Exceptional Student Education Eligibility for Students with Intellectual Disabilities (Word)

Florida Department of Education Resources

- Measuring Adaptive Behavior - Important Information for Parents (RTF)
- Transition Planning for Students with Intellectual Disabilities (PDF)

Bureau of Exceptional Student Education Discretionary Projects

- Access Project
- Florida Inclusion Network (FIN)

See Appendix F for Full Eligibility Protocol Form

Orthopedic Impairment (OI)

Orthopedic impairment means a severe skeletal, muscular, or neuromuscular impairment. The term includes impairments resulting from congenital anomalies (e.g., including but not limited to skeletal deformity or spina bifida), and impairments resulting from other causes (e.g., including but not limited to cerebral palsy or amputations). This definition is found in State Board of Education Rule 6A-6.030151, Florida Administrative Code (F.A.C.).

Criteria for Eligibility

- Evidence of an orthopedic impairment that adversely affects the student's performance in the educational environment in any of the following: ambulation, hand movement, coordination, or daily living skills.
- The student demonstrates the need for special education.

DOE OI Eligibility Information

Florida Rule

- 6A-6.030151, F.A.C., Exceptional Student Education Eligibility for Students with Orthopedic Impairment

Florida Department of Education Resources
Bureau of Exceptional Student Education Discretionary Projects

- Florida Diagnostic and Learning Resources System (FDLRS)
- Florida Inclusion Network

See Appendix G for Full Eligibility Protocol Form

Other Health Impairment (OHI)

Other health impairment means having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, which is due to chronic or acute health problems. This includes, but is not limited to, asthma, attention deficit disorder or attention deficit hyperactivity disorder, Tourette syndrome, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and acquired brain injury. This definition is found in State Board of Education Rule 6A-6.030152, Florida Administrative Code (F.A.C.).

Criteria for Eligibility

- ❖ Evidence of other health impairments that results in reduced efficiency in schoolwork and adversely affects the student's performance in the educational environment.
- ❖ The student demonstrates the need for special education.

DOE OHI Eligibility Information

Florida Rule

- ❖ 6A-6.030152, F.A.C., Exceptional Student Education Eligibility for Students with Other Health Impairment

Florida Department of Education Resources
Bureau of Exceptional Student Education Discretionary Projects

- ❖ Florida Diagnostic and Learning Resources System (FDLRS)
- ❖ Florida Inclusion Network

See Appendix H for Full Eligibility Protocol Form

Traumatic Brain Injury

A traumatic brain injury means an acquired injury to the brain caused by an external physical force resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to mild, moderate, or severe, open or closed head injuries resulting in impairments in one (1) or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem-solving, sensory, perceptual and motor abilities, psychosocial behavior, physical functions, information processing, or speech. The term includes anoxia due to trauma. The term does not include brain injuries that are congenital, degenerative, or induced by birth trauma. This definition is found in State Board of Education Rule 6A-6.030153, F.A.C.

Criteria for Eligibility

- ❖ Evidence of a traumatic brain injury that impacts one or more of the areas identified in the definition.
- ❖ The student demonstrates a need for special education.

DOE TBI Eligibility Information

Florida Rule

- ❖ 6A-6.030153, F.A.C., Exceptional Student Education Eligibility for Students with Traumatic Brain Injury

Florida Department of Education Resources
Bureau of Exceptional Student Discretionary Projects

- ❖ Problem-Solving – Response to Instruction/Intervention Project (PS-RtI)
- ❖ Florida Inclusion Network (FIN)
- ❖ Florida Diagnostic and Learning Resources System (FDLRS)

See Appendix I for Full Eligibility Protocol Form

Specific Learning Disability (SLD)

A specific learning disability is defined as a disorder in one or more of the basic learning processes involved in understanding or in using language, spoken or written, that may manifest in significant difficulties affecting the ability to listen, speak, read, write, spell, or do mathematics. Associated conditions may include, but are not limited to, dyslexia, dyscalculia, dysgraphia, or developmental aphasia. A specific learning disability does not include learning problems that are primarily the result of a visual, hearing, motor, intellectual, or emotional/behavioral disability, limited English proficiency, or environmental, cultural, or economic factors. This definition is found in State Board of Education Rule 6A-6.03018, F.A.C.

Criteria for Eligibility

The student's parent(s) or guardian(s) and group of qualified personnel may determine that a student has a specific learning disability if there is evidence of each of the following:

- ❖ When provided with learning experiences and instruction appropriate for the student's chronological age or grade-level standards in accordance with Rule 6A-1.09401, F.A.C., the student does not achieve adequately for the student's chronological age or does not meet grade-level standards as adopted in Rule 6A-1.09401, F.A.C., in one or more of the following areas based on the review of multiple sources that may include group and/or individual criterion or norm-referenced measures, including individual diagnostic procedures:
  - Oral expression
  - Listening comprehension
  - Written expression
  - Basic reading skills
  - Reading fluency skills
  - Reading comprehension
  - Mathematics calculation
  - Mathematics problem solving

- ❖ The student does not make adequate progress to meet chronological age or grade-level standards adopted in Rule 6A-1.09401, F.A.C., in one or more of the areas identified in section 1. a) (above) as determined through:
  - A process based on the student's response to scientific, research-based intervention, consistent with the comprehensive evaluation procedures in Rule

6A-6.0331 F.A.C.

- ❖ The group determines that its findings under paragraph (a) of this subsection are not primarily the result of one or more of the following:
  - A visual, hearing, or motor disability
  - Intellectual disability
  - Emotional/behavioral disability
  - Cultural factors
  - Irregular pattern of attendance and/or high mobility rate
  - Classroom behavior
  - Environmental or economic factors
  - Limited English proficiency

- ❖ Evidence of specific learning disability

- ❖ Members of the group determine eligibility. The determination of whether a student suspected of having a specific learning disability is a student who demonstrates a need for specially designed instruction and related services and meets the eligibility criteria must be made by the student's parent(s) or legal guardian(s) and a group of qualified professionals, which must include all the following:
  - The student's general education teacher: if the student does not have a general education teacher, a general education teacher qualified to instruct a student of his or her chronological age
  - At least one person qualified to conduct and interpret individual diagnostic examinations of students, including a school psychologist, speech-language pathologist, or reading specialist

    AND
  - The district administrator of exceptional student education or designee.

- ❖ **Observation requirement:** In determining whether a student needs specially designed instruction and has a specific learning disability, and to document the relationship between the student's classroom behavior and academic performance, the group must:
  - Use information from an observation in routine classroom instruction and

monitoring of the student's performance that was completed before referral for an evaluation; or

- Have at least one member of the group conduct an observation of the student's performance in the student's typical learning environment, or in an environment appropriate for a student of that chronological age, after referral for an evaluation and parental or legal guardian consent has been obtained.

❖ Documentation of determination of eligibility. For a student suspected of having a specific learning disability, the documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates the following information:

- The basis for making the determination, including an assurance that the determination has been made in accordance with subsection 6A-6.0331(6), F.A.C.; (Determination of eligibility for exceptional students).
- Noted behavior during the student's observation and its relationship to the student's academic functioning.
- The educationally relevant medical findings, if any.
- Whether the student has a specific learning disability as evidenced by response to intervention data confirming the following:
  - Performance discrepancy. The student's academic performance is significantly discrepant for the chronological age or grade level in which the student is enrolled, based on multiple sources of data when compared to multiple groups, which include the peer subgroup, classroom, school, district, and state level comparison groups.

    AND
  - Rate of progress. When provided with well-delivered scientific, research-based general education instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the achievement gap with typical peers or academic expectations for the chronological age or grade level in which the student is currently enrolled.

    AND
  - The student continues to need interventions that significantly differ in intensity and duration from what can be provided solely through general

education resources to make or maintain sufficient progress.

- The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, intellectual, or emotional/behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency.

  AND

- Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions including:
  - Documentation of the specific instructional interventions used, the support provided to the individual(s) implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration and frequency of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected.

    AND

  - Documentation that the student's parent(s) or legal guardian(s) were notified about the state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided; interventions for increasing the student's rate of progress; and the parental or legal guardian's right to request an evaluation.
- The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions.

Possible Exception for 60-Day Timeline for – SLD:

For determining the existence of a specific learning disability, a district must adhere to the IDEA regulation's evaluation timeline "unless extended by mutual written agreement of the child's parents and group of qualified professionals." 34 C.F.R. §300.309(c).

"Based on their review of the existing data, and input from the child's parents, the

eligibility group must decide, on a case-by case basis, depending on the needs of the child and the information available regarding the child, what additional data, if any, are needed to determine whether the child is a child with a disability and the educational needs of the child.

- ❖ If the eligibility group determines that additional data are needed and that these data cannot be obtained within the 60-day time frame (or the time frame established by the state) … §300.309(c) …allows the extension of the time frame with the mutual written agreement of the child's parent and the eligibility group.
    - Reading fluency skills
    - Reading comprehension
    - Mathematics calculation
    - Mathematics problem solving
- ❖ The student does not make adequate progress to meet chronological age or grade-level standards adopted in Rule 6A-1.09401, F.A.C., in one or more of the areas identified in section 1.a) (above) as determined through:
    - A process based on the student's response to scientific, research-based intervention, consistent with the comprehensive evaluation procedures in Rule 6A-6.0331 F.A.C.
- ❖ The group determines that its findings under paragraph (a) of this subsection are not primarily the result of one or more of the following:
    - A visual, hearing, or motor disability
    - Intellectual disability
    - Emotional/behavioral disability
    - Cultural factors
    - Irregular pattern of attendance and/or high mobility rate
    - Classroom behavior
    - Environmental or economic factors
    - Limited English proficiency

DOE SLD Eligibility Information

Florida Rules

- 6A-6.0331, F.A.C., General Education Intervention Procedures, Identification, Evaluation, Reevaluation and the Initial Provision of Exceptional Education Services
- 6A-6.03018, F.A.C., Exceptional Education Eligibility for Students with Specific Learning Disabilities

Florida Department of Education Resources

- 2021-22 K-12 Comprehensive Research-Based Reading Plans
- Bureau of Exceptional Student Education Discretionary Projects
- Learning Ally
- Problem-Solving/Response to Intervention (PS/RtI)
- Problem-Solving/Response to Intervention - Technology and Learning Connections (PS/RtI-TLC)
- Florida's State Personnel Development Grant (SPDG) - Strategic Instruction Model (SIM)
- Florida's Response to Instruction/Intervention State Web site
- Guiding Tools for Instructional Problem Solving Manual - Revised (GTIPS-R)

See Appendix J for Full Eligibility Protocol Form

Visually Impaired (VI)

As defined in Rule 6A-6.03014, Florida Administrative Code (F.A.C.), visual impairment including blindness means any impairment in vision regardless of significance or severity that, even with correction, adversely affects the student's educational performance. The term includes both partial sight and blindness, including ocular, brain-based and neurological disorders.

Criteria for Eligibility

- Medical report must include a diagnosis or provide information about a student's visual impairment. This medical report must be provided by a licensed ophthalmologist, optometrist, or neurologist.
- Functional vision assessment considers the student's performance of daily tasks across a variety of natural environments to determine factors that influence visual access.
- Learning media assessment considers and compares learning and literacy media in order to provide recommendations about which visual, tactual, and auditory learning media are appropriate for the student. These recommendations must consider the use of braille.
- Orientation and mobility screening considers the travel needs and abilities of the student in a variety of environments.

DOE VI Eligibility Information

Florida Rule

- 6A-6.03014, F.A.C., Exceptional Student Education Eligibility for Students Who Are Visually Impaired

Florida Department of Education Resources

- Florida Division of Blind Services
- Bureau of Braille and Talking Book Library Services
- Florida School for the Deaf and the Blind
- Florida's Educational Opportunities for Students with Sensory Impairments (PDF)
- Oportunidades educativas para estudiantes con discapacidades sensoriales en Florida (PDF)

Bureau of Exceptional Student Education Discretionary Projects

- Critical Initiatives in Visual Impairment Project (CIVI)
- Florida Instructional Materials Center for the Visually Impaired (FIMC-VI)
- Florida Division of Vocational Rehabilitation (VR)

See Appendix K for Full Eligibility Protocol Form

Hospital Homebound

A homebound or hospitalized student is a student who has a medically diagnosed physical or psychiatric condition which is acute or catastrophic in nature, or a chronic illness, or a repeated intermittent illness due to a persisting medical problem and that confines the student to home or hospital, and restricts activities for an extended period of time. The corresponding definition is found in State Board of Education Rule 6A-6.03020, Florida Administrative Code (F.A.C.)

Criteria for Eligibility

- Student has a medically diagnosed physical or mental condition, which confines the student to home or hospital for at least fifteen (15) days. The days DO NOT need to be consecutive.

- ❖ Parent or guardian/hospital administrator signs parental agreement concerning Hospital Homebound policies and parental cooperation.
- ❖ Physician provides a medical statement describing the handicapping condition and estimated duration of the condition and certifying that the student can receive an instructional program without endangering the health of the instructor or other students with whom the instructor may come in contact.
- ❖ The student must be able to participate in and benefit from an instructional program.

DOE HH Eligibility Information

Florida Statute and Rule

- ❖ Section 1003.01(3)(a), Florida Statutes
- ❖ 6A-6.03020, F.A.C., Exceptional Student Education Eligibility for Students Who Are Homebound or Hospitalized

Florida Department of Education Resources

- ❖ Hospital/Homebound Policy and Procedures Manual (PDF)
- ❖ District Standard Agreement for Homebound or Hospitalized Students (PDF)
- ❖ District Standard Agreement (PDF)

Documentation Required PRIOR to a team determining eligibility/ineligibility.

- ❖ **Required** – A Referral for Hospital/Homebound Instruction Form completed annually by a Florida licensed physician(s) or ANRP/PA working under direction of Florida licensed physician.
- ❖ **Required** – Registration Forms on File
  - Enrolled PREK Student with an IEP
  - Enrolled Kindergarten - Twelfth grade General Education or ESE student (Active Public School Student Only)
- ❖ **Required –** Parental consent for evaluation or reevaluation
- ❖ **Required** – Parental Agreement concerning hospitalized or homebound policies and parental cooperation signed by the parent, guardian, or primary caregiver.
- ❖ **Required** – Informed Consent for Evaluation

- Gen Education Student – Consent for Initial Evaluation
- Special Education Student – Notice and Consent for Reevaluation

❖ **Required** – Compliance Review signed

Documentation Required When a Team Determines Eligibility/Ineligibility for HH

❖ Notice of Eligibility/Ineligibility reflecting eligibility or ineligibility if not covered by Consent for Reevaluation from PEER.
❖ Conference Note in PEER
❖ IEP reflecting HH services if found eligible.
  - If a student is already receiving ESE services and will be in HH full time, the school-based services will show a duration date ending when HH begins or be placed on consultation. Typically, therapies are not provided in the home but may be on consultation during duration of HH.
❖ Consent for Initial Provision of Services (if first initial IEP)
❖ One Matrix (one for full time HH) OR Two Matrices (if intermittent and also receiving school-based services). Staff completing the Matrix must have attended Matrix of Services training
❖ Reply to original email sent by Hospital Homebound to notify them a meeting was held.

Documentation Required When an Extension has been determined by the physician.
If Physician submits an extension on District form and is found to be compliant the IEP is amended to reflect new duration dates on services and LRE

Documentation Required When a Dismissing or Discontinuing HH

❖ Prior Written Notice reflecting HH discontinuation if other eligibilities continue OR dismissal if only HH
❖ Conference Note in PEER in separate tab if HH is the only eligibility or on IEP if other eligibilities continue.
❖ IEP reflecting discontinuation of HH services (removal of eligibility on cover, ending duration on service and LRE) if other eligibilities continue.
❖ Complete a new Matrix to reflect continued eligibilities and school-based service IEP.
❖ Email hospital homebound staff

What are typical HH services?

Students typically receive direct specialized instruction services in the hospital/home OR virtual instruction with monthly consultation based on age, grade, ability levels, and individual student and accessibility needs.

Typically, students on full time HH do not receive school-based therapies. Students who are full time HH may be placed on quarterly consultation for therapies. A doctor may recommend medical relevant therapy, but this is not school based therapy. It is sought and provided privately.

How is the duration of services and the IEP determined?

The HH IEP services should be written through the physician's statement of estimated duration of services (re-entry date).
A meeting will be held when the cleared to return to discontinue the HH service. This would be an amendment if other eligibilities and services will continue. The IEP will be discontinued if no other eligibilities or services are needed/present.

***See additional file in Schoology for HH applications**

Early Learning and Family Support Evaluation Center

The Early Learning and Family Support Evaluation Center offers developmental screenings, multi-disciplinary evaluations and consultation service for young children suspected of having delays or disabilities. The Early Learning and Family Support Evaluation Center screens and evaluates pre-kindergarten children who are not enrolled in public school. These services help to identify a child's educational needs and determine if they qualify for special education

services through the School District of Manatee County.

All services are free and available to qualifying children. The Early Learning and Family Support Evaluation Center is available to any child 3-5 years old and living in Manatee County.

Developmental Screenings
Parents or others may notice concerning behaviors or a lack of skills unlike other children of the same age. A developmental screening may be helpful in determining if the child is experiencing a problem in one or more areas of development. That may include fine or gross motor skills, language understanding and use, speech, or problem-solving skills. Developmental screenings are conducted by a Child Find Specialist from Florida Diagnostic and Learning Resources System (FLDRS)

Multi-Disciplinary Evaluations
Multi-Disciplinary Evaluations can help determine if young children suspected of having delays or disabilities qualify for special education services before kindergarten. Depending on the child's needs, one or more of the following evaluations could be scheduled:

- Speech/Language
- Developmental (cognitive or behavioral)
- Social Work
- Occupational Therapy
- Physical Therapy
- Vision & Hearing

Parent Involvement
Parent participation is a very important and necessary part of the evaluation process.

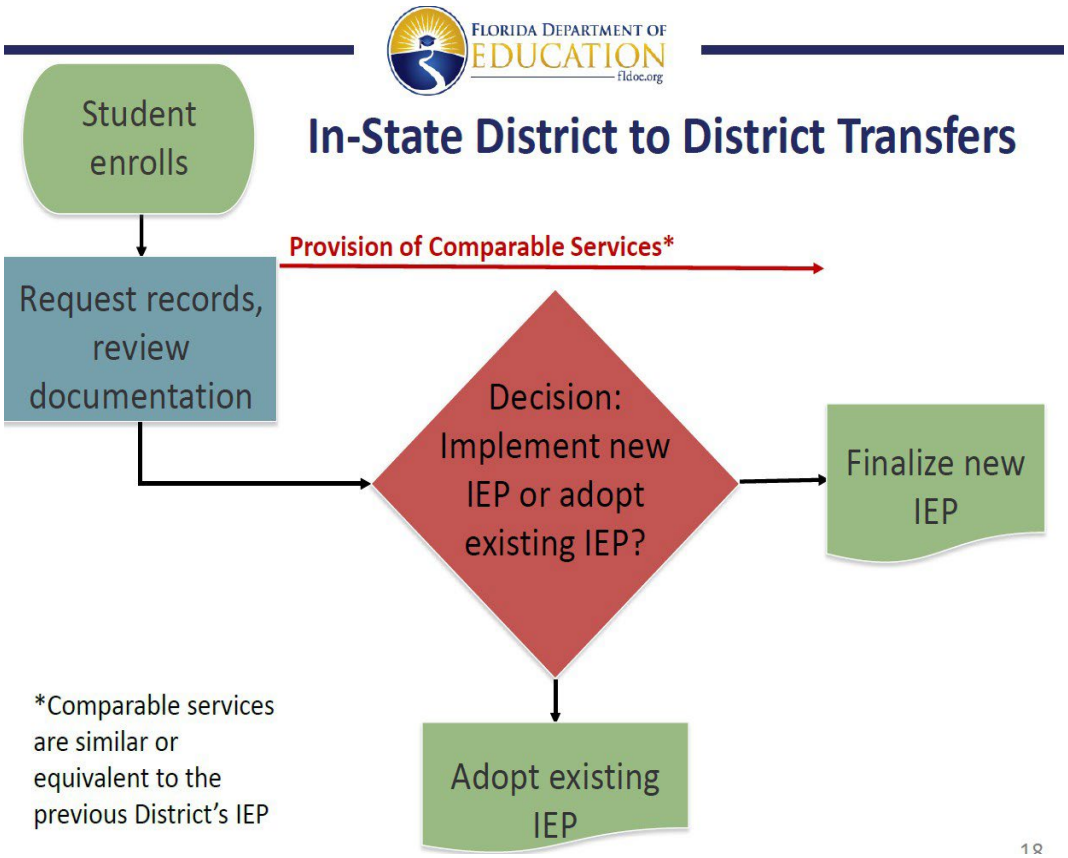
Parents will:

- Provide consent for evaluation and permission to obtain records.
- Share concerns and perspectives.
- Possess expert knowledge about what their child can and cannot do.
- Participate in the evaluations and conference.

Transfer Students

In State Transfers

An ESE student who is transferring from one Florida public school district to another who has a current IEP must be provided a Free Appropriate Public Education (FAPE) which includes services comparable to those described in the student's IEP from the previous Florida school district, until Manatee County does one of the following;



- Adopts the child's IEP from the previous school district. Review and revise the IEP as determined necessary based on the current needs of the student.

  OR

- Develops, adopts and implements a new IEP that meets the requirements of Manatee County School Policy within 30 calendar days.

Both of these require the ESE teacher to have an IEP meeting with the appropriate people to make any change to the IEP.

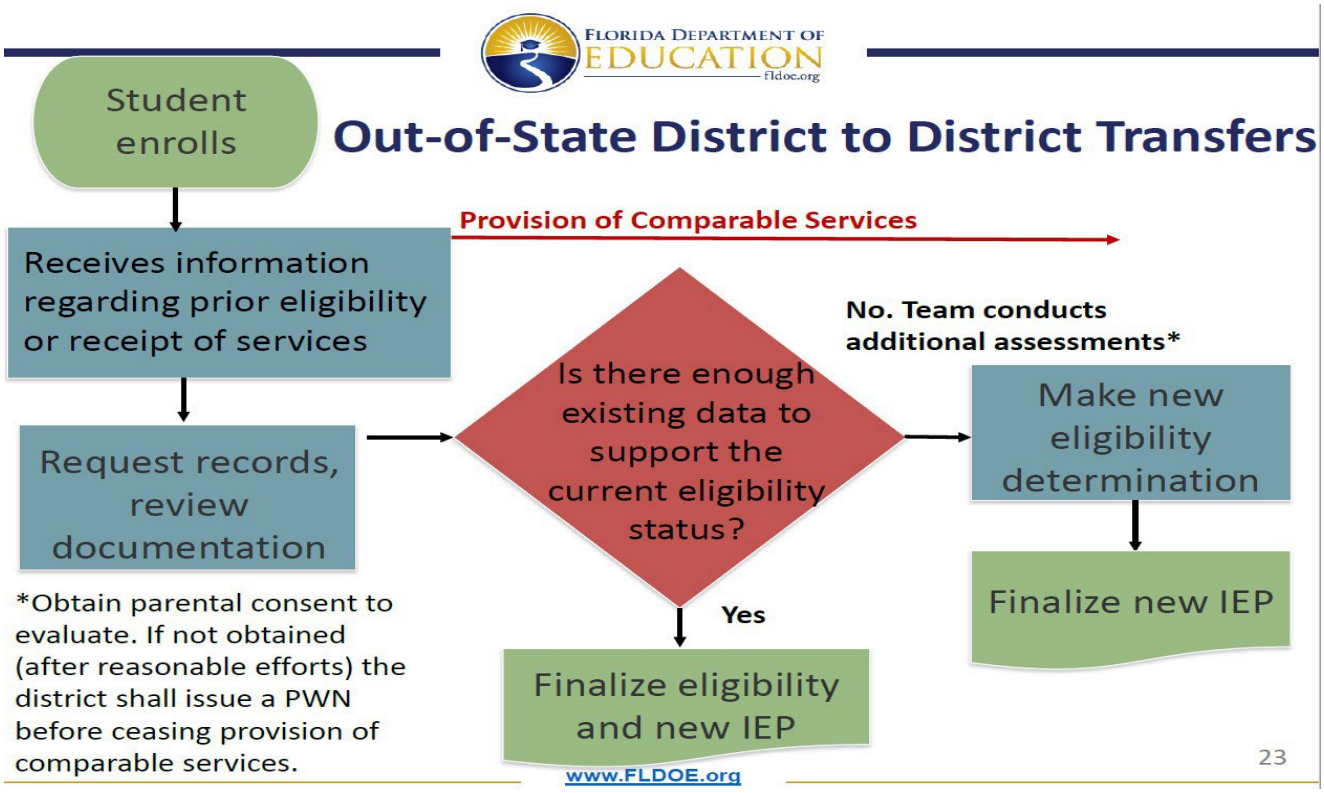
Out of State Transfers

An ESE student who is transferring from another state who has a current IEP must be provided FAPE which includes services comparable to those described in the student's IEP from the previous school district until Manatee County does both of the following:

- Conducts a records review by the team of professionals. An initial evaluation is only necessary if the records received are not comprehensive enough for the team to assign comparable services. If an initial evaluation is deemed necessary, the process for initial eligibility must be followed. This is an initial evaluation, and the 60-day timeline must be followed. During the evaluation, the student's out of state IEP is followed. Parental consent for evaluation is required.

  AND

- Providing the evaluation reflects the requirements of the school district, a new IEP will be developed that meets the requirements of Manatee. If the evaluation doesn't reflect the requirements of Manatee County Schools' policy, should be considered for dismissal.



Out of State Transfer Students OT/PT

Students who transfer from out of state with OT and/or PT on their IEP, must have an in-state OT/PT assessment before the student can receive therapy services. For PT students, they must also have a Florida licensed health care practitioner who has assessed the child or reviewed and signed a PT plan of treatment/referral. These are requirements of Florida Department of Health (DOH), which governs OT/PT and DOE is aware of this.

The following process should ensure continuation of FAPE to the student and compliance with the Florida OT/PT Practice Acts.

- ❖ Consent for evaluation is obtained immediately by the primary ESE service provider. (***Re-eval paperwork also needs to be completed*.)
- ❖ If a new IEP is written, OT/PT remains on the plan as it is stated on the transfer IEP (*There may be a rare exception when something different may need to be indicated*.)

As this student is transferring from out of state, an Occupational Therapy/Physical Therapy assessment is required prior to provision of therapy in order to comply with the Florida Department of Health OT and/or PT Practice Act(s). This assessment will be completed immediately and as soon as it is completed, treatment will begin, and parent will be notified.

- ❖ The OT/PT assessment is made a priority to not deny the student FAPE. This assessment can include any of the following or a combination of the following:
  - Review of Records
  - Observations
  - Hands-on testing
  - Input from previous therapist, school staff
- ❖ When the OT/PT assessment is completed, the team convenes for an Eligibility Meeting.

Important - This process must be completed in a timely manner to ensure continuation of FAPE. Sometimes compensatory services may need to be provided in the event FAPE is denied due to a delay in the provision of OT/PT.
Important - In the event that a review of records is sufficient, and no further assessment is warranted, the development of plan of treatment, goals and parent contact may occur at the IEP meeting without any delay of therapy services.

Military Children

Changing schools can be a serious undertaking for military families and military children. Education curriculum and education requirements can vary tremendously between states and between school districts. The 2008 Legislature created a section in Florida Statue authorizing the Governor to execute the Compact, and the rules became effective January 1, 2010, and were reauthorized May 11, 2010, and again in May of 2019.

The Compact assures that the receiving state school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include (but are not limited to) gifted/talented programs and English as a second language (ESL). The receiving school may perform subsequent evaluations to ensure appropriate placement and continued enrollment of the student.

An IEP would be created for the student upon arrival at school.

Individual Education Plans (IEP)

An Individual Education Plan (IEP) is a written plan outlining the special education of a student with a disability. The IEP provides a description of the services required to support the needs of students identified as having a disability.

The IEP provides a clear and accurate description of the special education services and supports that address the educational needs of a student with a disability.
The IEP is the primary vehicle for communicating the school district's commitment to addressing the unique educational needs of a student with a disability. An individual family support plan (IFSP) is developed for children with disabilities ages birth through three. An IFSP can be used instead of an IEP for children with disabilities ages three through five at the discretion of a district and with parental approval.

The process of developing an IEP has evolved since 1975 through federal and state legislation, case law, and state and local school district policy. It is the responsibility of each state and school district to develop procedures consistent with the requirement that all students with disabilities have access to a FAPE in the least restrictive environment (LRE). Although rules and regulations governing this requirement are complex, the purpose is straightforward and clear. The federal law, the IDEA, requires that:

- Students with disabilities who meet the criteria of one or more categories of disability specified in law and who need special education services must have an IEP.
- The IEP must be reviewed at least annually and revised, as necessary.
- Due process rights are guaranteed.
- Student records are confidential.
- Parents are important partners in the IEP process and must be invited to all IEP meetings.

Resource: Developing Quality Individual Education Plans

https://www.fldoe.org/core/fileparse.php/7690/urlt/0070122-qualityieps.pdf

Meeting Notice for Individual Educational Plans (IEP)

The following people are REQUIRED TEAM MEMBERS and must always be invited to an IEP team meeting:

- Parent/guardian,
- LEA Representative
- Exceptional Student Education (ESE) teacher
- Interpreter of Evaluations
- General Education Teacher

Creating a Meeting Notice

Create Meeting Notice in PEER. Parents must be given 10 days' notice prior to a meeting. With parent approval (in person, by phone or in writing) the meeting may be scheduled in less than 10 days if necessary.

Purpose for the Meeting

The ESE Department Chair or ESE Case Manager determines the purpose of the meeting. There could be more than one option that applies.

- Initial IEP
- Annual Review
- Interim IEP
- FBA/BIP
- Identifying Transition Services
- Manifestation Determination
- Part C to Part B Transitions
- IEP Amendment
- Consideration of Post-Secondary Goals and Transition Services
- Evaluation/Reevaluation
- Eligibility

Parent(s)/Guardian(s) must be informed in writing of purpose of the meeting. Only the topics that are listed on the parent's invitation can be discussed at the meeting. Anytime the purpose of the meeting changes prior to the meeting date, a new invitation must be created indicating all the purposes of the meeting. If additional topics arise during the meeting, see IEP Meeting

procedures for guidelines.

Not an IEP Meeting:

Do not use the IEP meeting notice in PEER when:

- ❖ Reviewing data, including Tier2/3 data, BIP data
- ❖ Reviewing outside evaluations obtained at parent expense.
- ❖ FBA/BIP reviews
- ❖ Addressing Parent concerns

For meetings such as these, follow the school procedures for parent conferences. Conference notes can be taken in PEER. If it is recommended to amend the IEP based on the meeting, a separate IEP meeting must be convened with the appropriate people in attendance.

Required Meeting Participants

IEP development is a collaborative effort involving the parents, school district representatives and other service providers, and the student, as appropriate.

People who must be present:

- ❖ Parent
- ❖ Student if appropriate (8th grade or year the student turns 14)
- ❖ ESE Teacher of the student
- ❖ Regular Education Teacher
    - Required if the student is, or may be, participating in the general education environment. Their role is to be able to discuss the general education standards, how the student functions in the general education classroom (if applicable), appropriate behavior interventions for the general education environment and other support (assistive communication or other school personnel) as needed.
- ❖ Representative of the School District (Local Education Authority, LEA)
    - School Administrator or designee authorized to allocate funds. LEA is qualified to supervise provision of specially designed instruction, knowledgeable about resources available from the public agency (schools or other) and the ability to commit the resources. This person ensures that legal requirements and standards

are being met.

- ❖ Individual to interpret test results.
    - Individual who can interpret test results (including but not limited to Speech/Language info, psychological evaluations, behavior information, social work assessment…) and the implications as they relate to performance in the academic setting. This person may be serving another role on the team.
- ❖ Interpreter if necessary
- ❖ Anyone else who provides services to the student such as but not limited to: Speech/Language Therapist, Occupational Therapist, Physical Therapist, School Counselor…
- ❖ At the discretion of the district or parents anyone with knowledge or special expertise about the child.

A District employee may act as 2 roles of the mandatory 4. A parent may only sign as the parent even if employed by the District.

IMPORTANT

Parent(s)/Guardian(s) may bring additional persons who have special knowledge or expertise about their student.
If the parent brings an attorney to a meeting without prior notice, do not begin the meeting. Contact the ESE Department and at the discretion of the ESE Coordinator assigned to your school, the meeting may need to be rescheduled with an attorney to represent the District.

Required Meeting Participants must be checked in order to send home the meeting notice. Parents must attend an initial IEP meeting. A student cannot begin to receive services without Consent for Placement being signed.

Attendance Not Necessary

A member of the IEP Team described in paragraphs (a)(2) through (a)(5) of this section is not required to attend an IEP Team meeting, in whole or in part, if the parent of a child with a disability and the public agency agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting. 34 CFR §300.321 (e)(1)
There are times during an IEP meeting when certain areas of the IEP are not being discussed or modified. Please mark the appropriate person. If this area does come up for discussion during

the meeting and the representative is not in attendance, the discussion must be tabled, and another meeting may be necessary.
The parent must agree to the Absence prior to the meeting on the Meeting Notice page.

Team Member Excusals

A member of the IEP Team described in paragraph (e)(1) of this section may be excused from attending an IEP Team meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, **if:**

- The parent, in writing, and the public agency consent to the excusal; and
- The member submits, in writing to the parent and the IEP Team, input into the development of the IEP prior to the meeting. 34 CFR §300.321 (e)(2)

General Education Teachers may not be excused from 3-year Reevaluation Meetings, Manifestation Determination meetings, Change of Placement Meetings or ESE Dismissal Meetings.

Excusals are different than Attendance not being necessary. The Excusal occurs when participants' area of the curriculum or services are being discussed or modified during the meeting. The participant MUST provide written input to the IEP team, including the parent **PRIOR TO THE MEETING**. The parent must agree to the Excusal prior to the meeting on the Meeting Notice page. If the parent does not agree to the excusal the meeting must be rescheduled when everyone can attend.

The input form can be located on PEER.

Once EP/IEP/Team Forms is located, the Teacher/Service Provider Input form is toward the bottom of the list. This can be downloaded, printed or sent as an email attachment.

Document in the conference notes the individuals who are excused, written input received and the parent approval of that excusal.

Documenting Record of Contact Attempts

You must document every attempted contact. There must be at least two legal contacts attempted. One must be written. A legal contact is:

- ❖ Mailing a copy home via US Mail
- ❖ Speaking to the Parent/Guardian in person (phone messages or written messages are not acceptable).
- ❖ Email a copy via email address in Focus (if email is returned, it is not acceptable).
- ❖ A meeting may be conducted without a parent in attendance if the district is unable to obtain the attendance of the parents in the case of updating an IEP. Maintain a record of attempts in PEER to arrange a mutually agreed on time and place. Print a copy of these attempts to place on the left side of the main file. These records include such items as:
- ❖ Detailed records of telephone calls made or attempted and the results of those calls.
- ❖ Copies of correspondence sent to the parents and any responses received.
- ❖ Detailed record of visits made to the parent's home or place of employment and the results of those visits.

If a parent doesn't respond to the meeting notices after a minimum of 2 legal contacts have been made, the meeting can proceed without the parent. The following must be done:

- ❖ Document in the Conference notes the parent was not in attendance.
- ❖ If changes in the IEP occur, Prior Written Notice must be sent home. The initiation date of change must be at least 10 days from the date of the meeting. This allows parents' time to dispute the change in writing. If this occurs another meeting must be held.

If the parent indicates they will attend the meeting on the first notice home, there is no need to send a second. Keep the notice and put it in the main file on the left side with the finalized IEP.

If a parent indicates they will attend the meeting and doesn't attend, the team must make an attempt to contact them via phone. Options include:

- ❖ Wait for the parent to arrive at the school.
- ❖ Proceed with the meeting via phone conference.
- ❖ Reschedule the meeting for a mutually agreed upon time.

If unable to contact the parent, proceed with the IEP meeting as planned. Make note in the conference notes the parent indicated they would attend and then didn't. Finalize the IEP and send it home.

Exceptional Student Education Procedural Safeguards

Procedural Safeguards are the rules outlined in IDEA that give parents the right to participate, have notice, and give consent. The procedural safeguards also determine how parents and schools can resolve disputes through mediation, due process, or complaint procedures. Parents must be provided a copy of their procedural safeguards only one time a school year, except a copy must also be given to parents for these occasions:

A copy of the procedural safeguards must be provided to the parent(s) at least one time each school year in their native language when possible. It must be given to the parent prior to the initial/annual IEP meeting. At the beginning of an IEP meeting the parent should be asked if they received the copy and if they need clarification about the procedural safeguards.
A copy must also be provided for the following reasons:

- ❖ Initial referral for evaluation
- ❖ Receipt of the first state complaint within the school year
- ❖ Filing of the first due process request within the school year
- ❖ In accordance with the discipline procedures in Rule 6A-6.03312
- ❖ Parental Request

Procedural Safeguard sources are the ESE teacher or ESE department chair and the Manatee School District ESE Department at (941)751-6550.
The Procedural Safeguards must be provided to the parent in the native language or other mode of communication used by the parent unless it is not feasible to do so. The IEP team should ensure that parents understand their rights and responsibilities as set forth in the Procedural Safeguards.
https://www.fldoe.org/core/fileparse.php/7690/urlt/0070135-procedural.pdf

Individual Education Plan (IEP): Annual Review

The IEP Team consists of parents, student (when appropriate, but required at age 12 and above). ESE teacher of the student, regular education teacher, LEA, Individual to interpret test results, anyone else who provides services to the student, Interpreter (if necessary), and at the discretion of the district or parents, anyone with knowledge about the child. All IEPs must be created in PEER.

Plan Information

If the meeting notice has been completed correctly, some of these dates will be prepopulated. It must be reviewed for accuracy.

Meeting Date: The date the team meets and develops the IEP.

Initiation Date: The date the plan goes into action, usually the day after the meeting.

Duration Date: How long the plan is good for (1 year minus a day from the meeting date).

Review Due Date: One year from the meeting date. Populated by PEER, do not change.

Reevaluation Due Date: 3 years from the last Evaluation/Reevaluation process.

Date of Most Recent Amendment: prepopulated if applicable (Amendment=Revision)

Amendment Date: If this is an amendment meeting, the date of the meeting. For every amendment meeting this date will change to reflect the most current amendment. The past amendment date will be found in Date of Most Recent Amendment.

Transition IEP: Transition planning is to make sure students with disabilities are being prepared to achieve their postsecondary goals. For further procedures see the section on Transitions.

- Beginning with the IEP that will be in effect in the seventh eighth grade or the year the students turns 12, whichever comes first, the IEP team must begin the process:
- Identify the transition service needs of the student,
- Determine the course of study (pathway to graduation)
- Determine the need for instruction in the area of self-determination, if appropriate.
- Beginning with the IEP that will be in effect in the year the student turns 16,
- Include appropriate measurable postsecondary goals.
- Develop a statement of transition services that will reasonably enable the student to meet those postsecondary goals.
- Address annual IEP goals related to the student's transition needs.
- Meeting Purpose: Check all that apply. Parent(s)/Guardian(s) and students must be given advance notice in writing of everything that may be discussed. Only the topics

that are listed on the parent's invitation can be discussed at the meeting.

- ❖ Beginning with age 12, Identifying Transition Services Needs must be checked.
- ❖ Beginning with age 16, Consideration of Postsecondary Goals and Transition Services must be checked.

Primary Exceptionality: This is determined by the IEP team. Check one

Other Program and Service Areas: Check all that apply

Special Considerations

The IEP team must consider additional factors for each student to determine if the student has needs that must be addressed in the IEP. Consideration of special factors may follow the review of the student's strengths, evaluations and concerns of the parents or guide the review of information and records prior to the meeting. For example, if the student has exhibited behaviors that have impeded the student's learning, the IEP team would need to make sure attendance and discipline records are available, as well as any FBAs or positive BIPs. The list of special considerations may also be reviewed at the end of the development of the IEP to make sure all were appropriately considered and documented.
This section includes a brief discussion of each special factor with questions IEP team members may use to make sure all needs are considered. Many IEP forms include a list of factors that can be checked to indicate whether the student has a need in one or more of these areas. If the IEP team answers "yes" to any of the questions, the student's needs must be addressed and documented in appropriate places in the IEP, including the present level statements, annual goals or special education services and supports. Evidence of the consideration will be included in the section of the IEP with explicit statements that reflect each special factor.

Behavior

- ❖ Does the student's behavior impede his/her learning or the learning of others?
  - To answer this question with" Yes", the student must have documentation in the form of data collection that shows there are significant behaviors impeding his/her learning or the learning of others. This must be addressed with *all* students with an Emotional Behavioral Disability. If "Yes" is checked there must be statements in the Present Level and a goal on the IEP to address the issue.
- ❖ Does the student have a functional behavioral assessment (FBA and/or positive behavior intervention plan (BIP)?

- If this is checked “Yes” the FBA/BIP must be current or reviewed within the last year. The BIP must be actively used in the school environment.
- If “No” is checked state what tiered behavior interventions are being used in the school environment with the student. For example, Check in, Check out, point sheets, level system, etc.

English Language Learners (ELL)

If the student is an English Language Learner that has qualified for ESOL services, the student would be considered to have limited English proficiency. This information can be checked through FOCUS or with the ELL contact at the school site. Specific ELL strategies used in the classroom are how language needs are addressed. Any ELL accommodations that are required need to be in place should be addressed on the IEP. This is <u>not</u> where Language Services from the Speech/Language Therapist would be recorded.

Sensory Impairments (Visually Impaired or Deaf/Hard of Hearing)

Visually Impaired

Students who are visually impaired have disorders of the eye that even with the best possible ocular correction, interfere with learning. A student’s medical information from an ophthalmologist or optometrist is used to determine the medical eligibility. A prescription for glasses alone is not sufficient for “Yes” to be checked. If the student does not qualify for the visually impaired program “No” should be marked. A student qualifying for Dual Sensory Impairment would be checked “Yes”.

Communication Needs

This will be “Yes” if goals in the Communication Domain will be written. This includes students receiving Speech Therapy, Language Therapy or students who have communication goals related to disabilities such as DHH, ASD, InD and EBD.

Deaf or Hard of Hearing (DHH)

A student who is deaf or hard of hearing has a hearing impairment, aided or unaided, that interferes in processing linguistic information and that adversely affects communication, developmental skills, academic achievement, vocational career skills or social emotional

adjustment. The degree of loss may range from mild to profound. If the student does not qualify for the DHH program "No" should be marked. A student qualifying for Dual Sensory Impairment would be checked "Yes".
Describe the opportunities for direct communication and/or direct instruction in native language (e.g. English, Spanish, American Sign Language).

A Communication Plan

The DHH teacher will draft this plan prior to the meeting. It will be completed and finalized during the IEP meeting. This must be uploaded into PEER upon completion and become part of the IEP.

Communication Needs

The communication needs of all students with disabilities must be considered in the development of the IEP. This is particularly important for students who are identified as DHH, DSI, language impaired or speech impaired. The academic level and opportunities for direct instruction in the student's own language and communication mode should be considered. The IEP team may use the following questions to determine the language and communication needs of the student:

- How do the student's difficulties with expressive or receptive language impact the student's academic level in reading, writing and other content areas?
- Does the student require assistive devices to communicate with peers and school personnel?
- What other considerations related to communication in the home and community should be addressed?

The answers to these questions can guide the IEP team in considering the most effective and comfortable mode of communication for the student, as well as the need for services and supports.

Assistive Technology Devices

The need for assistive technology devices and services must be considered for all students with disabilities. An assistive technology device is defined as "any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is

used to increase, maintain, or improve functional capabilities of a student with a disability" (Rule 6A-6.03411(1)(b), F.A.C.). The device may be as simple as a pencil grip or as complex as an electronic communication device. Assistive technology services may be needed to select, acquire or use an assistive device. Services may include functional evaluations; customization and maintenance of devices; training or technical assistance for the student, family, or professionals; and coordination with other therapies or services in the use of the devices. The IEP team may use the following questions to determine the student's assistive technology needs:

- What does the student need to be able to do within the student's educational program (writing, reading communicating, seeing and hearing) that the student is not able to do because of the student's disability?
- Does the student currently have difficulty completing a certain type of task with special strategies or accommodations?
- Does the student currently use assistive technology (devices, tools, hardware or software) to address this task?
- Would assistive technology help the student perform this skill more effectively or efficiently in the LRE, or would it help the student perform this skill successfully and more independently?

If the answer to any of these questions is "yes," the IEP team may recommend that the student be evaluated to determine current and future needs for assistive technology or begin trials of assistive devices already identified. This may take place as part of the initial comprehensive evaluation used to determine eligibility or as follow-up. A local assistive technology specialist or other professional may be asked to suggest different types of devices or assess the appropriateness of an assistive technology device for a student based on equipment trials and observations. For some students, a more in-depth evaluation may include sensory, language, physical and cognitive assessments performed by an interdisciplinary team. If the IEP team recommends that a student receive an assistive technology evaluation, the assessment must be completed within 60 school days (FDOE, 2013, August 21).

An assistive technology device is any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability. Only check "Yes" after the Assistive Technology Evaluation is completed, and the IEP team determines Assistive Technology is necessary.

For more information, please visit the Technical Assistance Paper
https://info.fldoe.org/docushare/dsweb/Get/Document-6801/dps-2013-65.pdf

Physical Education

Most students will participate in a regular PE class.
Specially Designed PE is a separate class. Specially Designed PE is for an extremely small number of students with specialized needs. It requires individualized goals. It is an IEP team decision.

Extended School Year

ESY needs must be considered minimally during one IEP meeting during the school for every ESE student.

Extended school year services are special education and related services provided beyond the normal 180-day school year. ESY services are provided only if the IEP team determines the services are necessary for an individual student. Some questions that may be used to determine a student's need for ESY services are:

- Does the data indicate the likelihood that significant regression will occur in critical life skills related to academics and those skills cannot be recouped within a reasonable amount of time?
- Does the data indicate the likelihood that significant regression will occur in critical life skills related to communication and those skills cannot be recouped within a reasonable amount of time?
- Does the data indicate the likelihood that significant regression will occur in critical life skills related to independent functioning and self-sufficiency and those skills cannot be recouped within a reasonable amount of time?
- Does the data indicate the likelihood that significant regression will occur in critical life skills related to social/emotional development or behavior and those skills cannot be recouped within a reasonable amount of time?
- Is the nature of severity of the student's disability such that the student would be unlikely to benefit from his/her education without the provision of ESY services?
- Are there extenuating circumstances pertinent to the student's current situation that indicates the likelihood that FAPE would not be provided without ESY services?

Registration forms for ESY will be sent to school sites in early spring. Students must register for the ESY program.

The IEP team decision to provide ESY services may be made at any point during the year. The discussion should be documented in the report of conference as well.
ESY does not have to be the traditional ESY. It could come in the form of Summer Reading Camp or some other summer opportunity the district provides providing the student meets the same criteria for need as the general education students attending. The IEP team must document their decision on the IEP and in the conference notes.

When should the IEP team consider ESY?

The federal regulations comments section referencing 34 CFR §300.309 states that public agencies should make determination of need in a timely manner so that a student with a disability who requires ESY services in order to receive FAPE can obtain the necessary services. An eligibility determination would be considered timely if there were sufficient time for the parent to appeal a denial of ESY services before the break in services occurs.

Parental requests for ESY services

Parental requests for ESY services must be considered. However, if ESY services are requested by the parent but the IEP team does not see the requested ESY services as necessary for the provision of FAPE, then a written informed notice of refusal must be provided.

ESY is not:

- Childcare
- Respite care
- Intended to maximize educational opportunity or potential growth
- Based on a specific area of disability, level or service or type of classroom placement
- One size fits all
- A longer school day

For a student to be eligible for Extended School Year one of the following must be true:

- ❖ Significant regression will occur in critical life skills related to academics, or pre-K students, developmentally appropriate preacademic skills and those skills cannot be recouped within a reasonable amount of time without ESY services.
- ❖ Significant regression will occur in critical life skills relate to communication, and those skills cannot be recouped within a reasonable amount of time without ESY services.
- ❖ Significant regression will occur in critical life skills related to independent functioning and self-sufficiency; those skills cannot be recouped within a reasonable amount of time without ESY services.
- ❖ Significant regression will occur in critical life skills related to social/emotional development or behavior; those skills cannot be recouped within a reasonable amount of time without ESY services.
- ❖ Student is at a crucial stage in the development of a critical life skill, and a lapse in services would substantially jeopardize the student's chances of learning that skill, including emerging skills as well as critical points of instruction on existing skills.
- ❖ Nature or severity of the student's disability such that the student would be unlikely to benefit from his/her education without the provision of ES services. The nature of the disability may include the student's rate of progress.
- ❖ Extenuating circumstances pertinent to the student's current situation that indicate the likelihood that FAPE would not be provided without ESY services, including but not limited to:
    - Requires job coach to be successful at a newly acquired job
    - Remain in existing LRE and prevent movement to a more restrictive environment
    - Frequent health-related absences have significantly impeded progress on goals related to critical life skills.

The Determination of Need form must be completed with all questions being answered. If the answer to any one of them is yes and there is data to support the decision, the student can be recommended by the IEP team for ESY. Upload the Determination of Need Form in PEER after the meeting.

Self Determination and Self-Advocacy

Self-determination skills will help the student be able to actively and effectively participate in IEP team meetings and be able to self-advocate so that postsecondary goals can be identified by age 16.
If the student is 11 or younger at the time of the IEP meeting, "N/A due to age" may be

marked.
If the student is in seventh grade and beyond or will be turning 12 prior to the expiration of the IEP, the IEP team must discuss the student's needs in the area of self- determination and self-advocacy. The team will indicate whether the student had needs in these areas by checking "Yes" or "No."

If "Yes" is checked the team must describe how the need for instruction in self-determination and self-advocacy will be addressed. It can be addressed:

- In annual goals, short term objectives or benchmarks on the IEP.
- Through services in the IEP.
- In character education in general education classes.
- Through training in the form of ½ day or full day workshops for students in general education classes.
- Through 1:1 information sessions with a guidance counselor or ESE teacher of record.

The instruction may differ by age and ongoing assessment must be conducted to determine a student's needs.

Graduation

N/A (due to age of the student) Choose this for students in elementary school and middle school. Diploma option decision should be made at the end of the 8th grade year.

If a student is 14 or finishing 8th grade, describe how the student is being prepared to graduate with a standard diploma. Explain how the student and parents have been informed of the diploma options and designations.

A good resource for parents on the graduation requirements and diploma options can be found at

https://www.fldoe.org/core/fileparse.php/7764/urlt/standarddiplomarequirements.pdf

General Factors and Assessment Data

Health Concerns

Document any significant medical information This can be obtained from the health file or the school nurse. Any information that includes a diagnosis, procedures done at school, medications, glasses or information pertinent to educating the student must be documented. If parents give you more information and it is not documented by a doctor's diagnosis indicate, "Parent reports…."

Results of State FAST

Information from state testing (FAST) can be found in FOCUS and entered into PEER by the ESE Case Manager.

Results of other state-wide or district assessments(s)

Florida Alternate Assessment scores, FCAT and FAST FSA retakes, End of Course Assessments (EOCs, TeachTown and/or Benchmark assessment results are reported here. This information can be obtained through Focus.

Results of the initial or most recent evaluation: This should be information found in the official ESE file that narrates the most recent evaluation results which can be found on the right side of the folder. All areas that have been evaluated must be documented here. It might mean going back through several evaluations to find all necessary information. This could include any recent psychological testing, progress monitoring results, speech/language evaluations, school social work assessment, results of behavior rating scales, FBA results including function of behaviors, OT/PT evaluations, etc. Each service provider can add their own evaluation information. This does not include information from above or classroom data collection.

Domains

Check the appropriate domains for which present level statements and goals will be developed. These domains should reflect what the educational needs are for the student during the next school year. Domains must address all areas for which a student receives ESE services. For each domain checked present level statements and goals must be present on the

IEP.
Students 14 and younger must have at least one Domain checked.
Transition IEPS for students age 15 and older will address the transition area "Instruction" instead of Curriculum and Learning when appropriate. Other Domains are still applicable as appropriate. (See Transitional IEPS for further information)

- ***Curriculum and Learning Environment or Instruction:*** It is a separate present level of educational performance. Annual goals/objectives are needed for each specific non-proficient curricula area related to the student's disability.
- ***Social and Emotional Behavior:*** Required for all EBD students and for students whose behaviors and/or social skills impede academic progress. It addresses behavior management, social skills development, and socialization. There must be documented evidence of the social/emotional needs in the present levels statement and goals of the IEP.
- ***Independent Functioning:*** required for all InD students. It includes the skills and knowledge associated with personal daily living and care, accessing community resources, and organizational strategies. Modifications to the instructional setting may also be required with this domain.
- ***Communication:*** required for all Speech and/or Language impaired students. It addresses the student's ability to participate effectively in initiating and responding to communication. The majority of communications goals are usually developed by the speech/language pathologist, there are times when communication issues interfere with the student's learning are appropriately addressed by the ESE teacher.
- ***Health:*** use for students with a Health Care Plan or a Nursing Plan or health services needed in order to benefit from special education services. This includes services provided to students who have special health care needs resulting from their disability. Services may be related to providing, monitoring, and assessing health conditions, provision of related health care, and interagency collaboration. If this Domain is marked there must be goals written for it.

Interagency Responsibilities

This is for students who require the support and services of agencies to attain post-secondary goals. Indicate specific agencies that will be involved with meeting the needs of students after graduation.

Parent's Concerns for their child

It is the responsibility of the case manager to obtain parental input. This can be obtained directly from the parent during the IEP meeting, from the parent input form, from a previous parent-teacher conference or previous contact with the parent. This section may not be left blank. Any other statement about not being able to obtain input is not acceptable.

Transitions Service Activity Areas

If transition services are being provided, at least one of the activity areas must be selected. Upon selection of one of these areas, present level statement and goal(s) should be written.

Transition Components for students 12 and older

The intent of quality transition planning is to make sure the process prepares students with disabilities to achieve their post-secondary goals. IEP teams must carefully consider where each student is heading after high school and determine what services are needed to assist the student in reaching his postsecondary goals.

Student Input, can be obtained in the following manner:

- Student or parent conferences
- Informal Assessments
- Situational Assessments conducted in a community-based instructional setting
- Student Transition Assessments

Student Input must be:

- Age Appropriate
- Gathered over time
- Reflect the student's strengths, preferences, and interests
- Information from multiple sources

Describe the student's strengths, preferences and interests.

Post-Secondary Goals

Guidelines for Post-Secondary Goals:

- ❖ Measurable
- ❖ Intended to occur after graduation (i.e. “Within six months of graduation….”)
- ❖ Include a timeframe
- ❖ Reviewed and possibly updated annually.

Independent Living is only required where appropriate. The IEP team makes this decision based on transition planning. *If no goal is needed, indicate that the team has determined the goal was inappropriate.*

Changes in Post-Secondary Goals

If any changes are made to post-secondary goals, the parent and/or adult student must approve the changes. If the parent or adult student was not present at the IEP meeting, he/she must be notified in writing of the changes and be asked to notify the district if he/she does not approve. If the parent and/or adult student does not approve of the changes made to the goals that must also be noted on the IEP.

Deferring the receipt of a standard high school diploma

The decision to defer must be made in writing to the district by May 15th of the graduation year. If a student does not defer, FAPE ends at graduation. If a student does defer, the student may participate in the graduation ceremony.
The IEP team may defer the receipt of a standard high school diploma if the student meets the following criteria:

- ❖ IEP includes special education, transition planning, transition services or related services through age 21

  AND
- ❖ The student is enrolled in:
  - Accelerated college credit instruction pursuant to 1007.27, F.S.
  - Industry certification courses that lead to college credit
  - A collegiate high school program
  - Courses necessary to satisfy the Scholar designation requirements.
  - A structured work-study, internship or pre-apprenticeship program. The student must require special education services to be successful.

Transfer of Rights

A student must be notified at least twice of the transfer of rights.

First Notice

The IEP for a 17-year-old includes a statement that the student has been informed of the rights that will transfer at age 18. Rule 6A-6.03311(3)(h)11, F.A.C.

The student must be informed of the transfer of rights initially no later than their 17th birthday. This first notice must be documented on the student's IEP written before the student's 17th birthday (the student is 16 years old at this meeting). Information about the transfer of rights is provided at the IEP team meeting.

This information must include: Informed consent to grant permission to access confidential records protected under the Family Educational Rights and Privacy Act (FERPA) as provided in Section 1002.22, F.S.

- Powers of attorney as provided in Chapter 709, F.S.
- Guardian advocacy as provided in Section 393.12, F.S.
- Guardianship as provided in Chapter 744, F.S.

Second Notice

A separate and distinct notice of the transfer of rights was provided closer to the time of the student's 18th birthday. Rule 6A-6.033118(c), F.A.C.
This second notice must be documented on the student's IEP written before the student's 18th birthday (the student is 17 years old at this meeting). Information about the transfer of rights is provided at the IEP team meeting.

The student and the parent jointly hold the right to:

- Prior Written Notice
- Notices of IEP team meetings
- Procedural safeguards.

If the school has received documentation from a court of law that a student has been determined to be mentally incompetent under State law, then rights would not transfer to the student. The parent or court appointed guardian retains these rights.

Present Levels, Goals, and Objectives

Present level statements contain comprehensive and understandable information about the student that is based on data from a variety of sources across applicable domains/transition service areas. They are to be developed for every demonstrated area of student need**. Each domain previously indicated on the IEP on the General Factors and Data page must have a present level statement that is relevant to that domain and measurable goals.** It is important the statements be written in language that is easily understood by all who will use the student's IEP.

Strengths

Write a narrative that summarizes the students' strengths. A student's strengths may involve specific areas of the curriculum where the student is performing well and the student's preferences and interests. Strengths may include the student's abilities or behaviors in home, school, community and work settings. Data collected in the area being described should be used to support strength statements. **When describing strengths, the focus should be on specific skills that relate to the domains.**

Levels of Achievement and functioning based on classroom data

This would include any diagnostic data used in the classroom to identify student levels. If a student has reading goals, this data should address the areas of reading (phonemic awareness/phonics, word analysis, vocabulary, comprehension and fluency) that are nonproficient. If any student receiving ESE services is not proficient in reading he/she MUST have reading goals in their IEP. If a student has math goals the data should address the areas of math that are nonproficient. Keep in mind many state/district assessments are not diagnostic and should not be the primary source of data used to establish the student's present level. This area would also include information from data based on target behaviors and/or replacement behaviors. *This information must be updated annually.*

Disability affects the student's involvement and progress in the general curriculum

Include a description of the specific skills, behaviors, or capabilities impacted by the disability and state how it affects the student's performance (learning and behavior). The purpose of this statement is to guide the IEP team when determining services, supports, and accommodations for the student. Do not refer to the specific exceptionality. Data collected in the area being described should be used to support effects of the disability statements. Examples:

- As a result of his disability, John has difficulty recognizing vocabulary words and comprehending grade level materials. He is able to comprehend and remember the content when the information is presented in an audible format.
- As a result of a short attention span, Sue has difficulty staying on task and completing assignments.

In summary, the present level statement should include the relevant data sources, student strengths, levels of achievement and performance, and effect of the disability that will lead to goal statements and the identification of services and supports. ***The present level must be so descriptive because goals are written directly from the information in this section of the IEP.***

Goals/Objectives

A measurable annual goal is a yearly target that addresses a student's educational needs as identified in the present level statement. It describes the specific or target skill or behavior to be mastered within 12 months in measurable (observable) terms. Goals must be written for all Domains checked. If the Health domain is checked there may be instances when no goals are required for the student. Write N/A in the goals section.

3 basic components of a measurable goal

- *Observable Behavior*–describes what an individual student needs to do:
  - You must be able to see or hear what the student is supposed to do.
  - The behavior must relate to needs identified in student data.
- *Conditions* – describe circumstances/assistance needed to perform the skill or behavior (include as needed).
- *Criterion* – describes what will be measured and sets the mastery level for attainment of the goal in a statement that is understood by ALL. Select the criterion appropriate to the behavior you are measuring:

- Grade or Age level – assigns a number value to student performance for a described skill. The source is stated (test name, districted adopted curriculum).
- Rate – the expected accuracy or frequency of a performance. Rate must compare the number of correct items, behaviors, trials, or units of time to the total possible behaviors, trials, or time units.
- Time – a time segment in which the behavior must be performed. The parameters for completing the performance are included. This criterion is used when speed of performance is important.
- Percentage – when using this criterion, the "whole" or total number of possible responses must be defined, and it must be possible to measure the whole. 80% of 5 items is different than 80% of 100 items. DO NOT use: "The student will raise his/her hand to ask a question 85% of the time" - total time cannot be measured.

❖ Descriptive Statement – description of the expected characteristics or quality of the final product/behavior in clear, objective language (no educational jargon).

Assessment Procedures

This checklist is intended for data collection. As goals are created, it is important for the teacher to think about how the goal will be monitored (beginning with the end in mind). As the goal is monitored using the assessment, data should be collected to show proof of how the student is progressing toward the goal. Assessment towards goals must be measured as frequently as data is collected in the general education setting.

Progress Reports

Progress reports based on IEP goals must be completed by ESE Teachers and related service providers once every quarter. Based on State Board Rule 6A-6.03028(3)(h)7 which states periodic progress towards IEP goals must be reported concurrent with report cards. Progress reports must be completed by Teachers of the Gifted annually. A copy of the progress report must go into the ESE main file on the right side and sent home to parents when completed.

Short Term Objective/Benchmark

Manatee School District policy is to have at least 2 short term objectives/benchmarks for each goal. The purpose is to enable the teachers, parents, and student to determine how well the student is progressing toward achieving the annual goals.
The two short-term objectives should be logically ordered, developmentally sequenced or

otherwise related steps toward obtaining that annual goal.

Special Education Services

Special education services include specially designed instruction at no cost to the parents to meet the unique needs of a student with a disability. Specially designed instruction means adapting, as appropriate, the content, methodology or delivery of instruction to address the unique needs that result from the student's disability. This instruction should be designed to ensure the student access to the general education curriculum. Within the context of Florida's MTSS, specially designed instruction is categorized as a tier 3 intensive intervention (FDOE, 2011).

The statement of special education services must also specifically describe the nature of the services to be received, such as direct instruction in social skills. Vague descriptions, such as instruction in reading, do not convey the specific nature of the services needed by the student. A description of the location and anticipated initiation, duration and frequency of special education services must be included on the IEP.

These services are individualized based on the student's need to attain annual goals, and progress in the general curriculum in the least restrictive environment. These services and supports provided to the student should promote generalization and transfer of skills leading to independence and success. These are a list of possible special education services and their descriptions. Special services are based on the student's present level of academic achievement and functional performance and related annual goals.

Initiation Date

The initiation date is prepopulated from the Plan Information page. It indicates to the parent and the service provider when services will start.

Duration Date

The duration date is prepopulated from the Plan Information page. It indicates the length of time the service will occur. It may be through the entire IEP, but it doesn't always have to be.

Frequency

Should be clear to all. All therapy providers should provide exact minutes.

Location

The description of the location should be clear and specific. It should indicate the classroom or instructional environment. Avoid specific school names, teachers or therapists.

Curriculum and Learning

The list below are examples taken from Matrix book. This is not intended to be an all-inclusive list. Use what is appropriate for the situation.

- **Assistance for learning activities in**: English, Language Arts, math, reading, science, social studies or any combination. This takes place in the general education setting. It requires evidence of staff with responsibility for academic assistance. It would be the teacher or support facilitator working with a student on at least a weekly basis.
- **Direct specialized instruction for**: English, language arts, math, reading, science, social studies, or any combination. This requires evidence of a special class setting or specialized instruction within a general education class or evidence of student attendance in a learning lab or resource room. It might include small group settings with students with similar needs for some of the day or week.

Alternative Curriculum

- Academic Skills for Functional Living
- Communication skills for Functional Living
- Social Skills for Functional Living
- Functional Skills in: language arts, math, reading, science, social studies or any combination.
- Leisure and Recreation Skills for Functional Living
- Life Skills Training
- Modified Curriculum Special Standards: language arts, math, reading, science, social studies or any combination.
- Personal and Home Skills for Functional Living
- Personal Care
- Self-Management Skills

Specially Designed Instruction in:

English, language arts, math, reading, science, social studies or any combination. Adaptations to the content, methodology or delivery of instruction to address the unique needs of a student with a disability to ensure access to the general education curriculum so the student can meet the educational standards.

Consultation for:

Behavior, English, language arts, math, reading, science, social studies or any combination. This requires documentation of regularly scheduled consultation, occurring at least monthly between service providers, including teachers regarding curriculum, instructional strategies or learning environmental needs. It can be accomplished through face to face or virtual meetings which are defined as "Real Time" where participants are actively involved. A meeting conducted by telephone is considered a virtual meeting while written exchange among professionals (e.g. Email, notes…) is not. Consultation is not a direct service to students.

Individualized Instruction in:
Electives, English, language arts, math, reading, science, social studies or any combination

Small Group Instruction in:
Elective, English, language arts, math, reading, science, social studies or any combination.

Virtual Instruction in:
English, language arts, math, reading, science, social studies or any combination.

Multisensory Teaching Strategies

Deaf/hard of Hearing Services

- ❖ Itinerant teaching services

<u>Social/Emotional</u>

All teachers engage in behavior supports for their students. This is behavioral support designed specifically for one student based on the needs reflected in the present levels on the IEP. The list below are examples taken from Matrix book. This is not intended to be an all-inclusive list. Use what is appropriate for the situation.

Behavior contracting

This requires contingency schedule for targeted behaviors, occurring at least weekly. It requires evidence of the behavior contract and should include behavior outside the classroom.

Behavior Intervention Plan

This requires evidence of positive behavior supports that address unique student needs. It would be a reinforcement or consequence of procedures that are not used for all students in a class.

Instruction in:

Replacement Behaviors, self-management/anger control, self-monitoring of behavior

Social Skills Training

This would most likely be small group instruction in social skills, self-regulatory behavior, self-advocacy, conflict resolution, dealing with authority and socialization. It requires documentation of specific goals and planned activities. It requires evidence of small group instruction (date, time and topic) occurring at least weekly. It would use a social skills curriculum with the small group, teach prosocial and replacement behaviors, have experiential, role-playing activities. The students in the group must have been targeted to address specific needs.

Vocational

- Career Experiences
- Career Placement (OJT)
- Career Preparation- employability skills
- Community Based Instruction
- Community Based Vocational Training
- Community Employment Competencies
- ESE Vocational Course(s)
- Functional Vocational Evaluation
- Job Coaching
- Job Search Placement: Assistance/Follow up
- Self-Advocacy Instruction
- Supported Competitive Employment

Pre-Kindergarten

Developmental Skills Instruction
Developmental Functional Motor and Sensory Skills
Small Group Instruction in pre-academic skills

Communication

Language Therapy
Speech Therapy

Visually Impaired Services

Direct Instruction for Visually Impaired Student
Instruction in reading Braille
Instruction in writing Braille
Training in Orientation and Mobility Skills
Visual Strategies

Gifted

Specialized Instruction in: analytical reasoning, creative thinking, critical thinking, leadership, logical/numerical reasoning, nonverbal reasoning, problem solving, research/presentation, special reasoning, verbal reasoning, written expression or any combination.

Advanced Organizers

Curriculum Compacting

This requires evidence of curriculum compacting. It is the elimination of material already known by the students (verified by pre-assessment), providing more time for extension, enrichment or acceleration activities. It may use individualized guided or independent study.

Differentiated Curriculum

This requires evidence of differentiated curriculum. It adjusts the instruction to vary the pace and depth of learning. It includes interdisciplinary enrichment materials. It provides guided and independent in-depth studies of special interest areas emphasizing student product development.

Related Services

The IEP team will determine if the student requires related services to benefit from special education as indicated in the Present Levels and Goals. Related services may include but are not limited to the following:

- Speech/Language Services (do not add without consulting with Speech/Language program specialist)
- Interpreting Services
- Psychological services (do not add without consulting with a School Psychologist)
- Physical and occupational therapy
- Recreating, including therapeutic recreation.
- Early identification and assessment of disabling conditions
- Counseling services, including rehabilitation counseling (do not add without consulting with a CRS provider)
- Orientation and mobility services
- Medical services for diagnostic or evaluation purposes
- School health services
- Social work services in schools (do not add without consulting with a Social Worker)
- Transportation services and specialized equipment

Transportation

A student with a disability is eligible for special transportation if one or more of the following criteria are met:

- Medical equipment required (wheelchair, crutches, walker, cane, tracheotomy equipment, positioning or unique seating device)
- Medical condition that requires a special transportation environment per a physician's prescription (tinted window, dust-controlled atmosphere, temperature control)
- Aide or monitor required due to disability and specific need of student
- Shortened day required due to disability and specific need of student
- School assigned is located in an out-of-district school system.

The IEP should include specific services to be received such as door to door stops, stops other than designated approved stops, pick-ups within two miles of school site and use of behavior

intervention plans while the student is in transit.
Complete the transportation form and upload it into PEER. Notify the ESE Transportation Specialist of the need for transportation and location of the completed form by email or phone (941) 751-6550.

Special Transportation Guidelines

To receive special transportation for a student the following must take place prior in order for busing to be set up.

- ❖ Invite a representative from the Transportation Department to all IEP meetings when transportation will be discussed.
- ❖ The IEP must reflect the need for special transportation with initiation, duration dates, along with frequency and location under the related services section of the IEP. If the IEP team determines a home stop is necessary, this must be reflected on the services page. *Example: Special Transportation; 9/18/2013; 9/17/2014; daily; designated bus stop*
- ❖ The reason for special transportation must be explained in specific terms in the box on the related services section of the IEP.
    - Example 1: Student is visually impaired and walking to a bus stop would be a safety concern.
    - Example 2: Student has autism and the potential for getting lost is very possible.
    - Example 3: Student has a physical disability that makes walking long distances and climbing the stairs without assistant very difficult.
- ❖ The IEP must be current, finalized, and locked.
- ❖ The transportation form must also be completed in its entirety.
- ❖ The HOME address must match what is in Focus.
- ❖ The reason for special transportation must match what is on the IEP under related services.
- ❖ If the AM or PM pick up/drop off address differs from the HOME address in FOCUS then this must be identified on the form.
- ❖ Update Contact information for possible emergencies. Attempt to obtain two phone numbers
- ❖ Upload the Transportation Form into PEER.

In an attempt to ensure compliance and no loss of future funding the above pieces must be completed prior to Special Transportation being set up.
When the above items have been completed, send the transportation form to the appropriate Routing Analyst and ESE Transportation Coordinator.

Supplementary Aids and Services

IDEA identifies supplementary aids and services as a separate category of services, including aids, services and other supports that are provided in regular education classes or other education-related settings, as well as in extracurricular and nonacademic settings. These aids and services enable students with disabilities to be educated with students without disabilities to the maximum extent appropriate in accordance with the LRE decision-making process.

The distinction between supplementary aids and services and special education and related services is primarily the intent or expected outcomes of the services.

- Supplementary aids and services are provided in regular education classes or other educational settings to enable students with disabilities to be educated with students without disabilities.
- Related services are provided to enable the student to benefit from special education services.

They can include:

- Adaptive equipment/furniture
- Alternate textbooks, materials, and/or equipment
- Augmentative communication system
- Behavioral contracting
- Braille textbooks
- Closed-captioned media
- FM auditory equipment
- Large print text
- Mobility aids including canes/pre-cane devices
- Note-taking assistance
- Plan of supervision for safety at all times
- Positioning Assistance

- ❖ Recorded materials
- ❖ Specially designed software
- ❖ Supervision for transitions
- ❖ Supervision to ensure physical safety during some activities
- ❖ Sign Language Interpreter

Supplementary aides and services should be recommended based on data collection for individualized student need involving the appropriate staff members i.e. assistive technology, DHH program specialist, VI program specialist…

Classroom/Instructional Accommodations

Accommodations are changes made in how a student accesses information and demonstrates performance (Rule 6A-6.03411(1)(a), F.A.C). The use of accommodations does not change the standard, the instructional level or the content. It provides the student with equal access and equal opportunity to demonstrate his/her skill and knowledge.

Classroom accommodations should be chosen based on the documented needs of a student. These needs must be reflected in the present level statements, goals and objectives.

Accommodations are designed to level the playing field and not to give ESE students an unfair advantage. IEP teams should carefully and thoughtfully select accommodations. Students very early on should be taught to identify times when specific accommodations are needed and to self-advocate for its use so they can successfully access their education.

Each area will open with accommodations options. The initiation date and duration date are prepopulated from the IEP. The frequency and location will need to be filled out for each accommodation checked.

Presentation Accommodations Refer to small changes in the way instruction is delivered. These changes should be based on the present level statement that describes how the student's disability affects involvement and progress in the general education curriculum.
Responding Accommodations refer to the way a student will be able to respond to specific types of classroom assignments or assessments.
Scheduling Accommodations refer to the speed in which a student is expected to complete assignments. Complex or lengthy tasks may present problems for students. When considering scheduling accommodations, it is important to determine if the rate of performance is critical

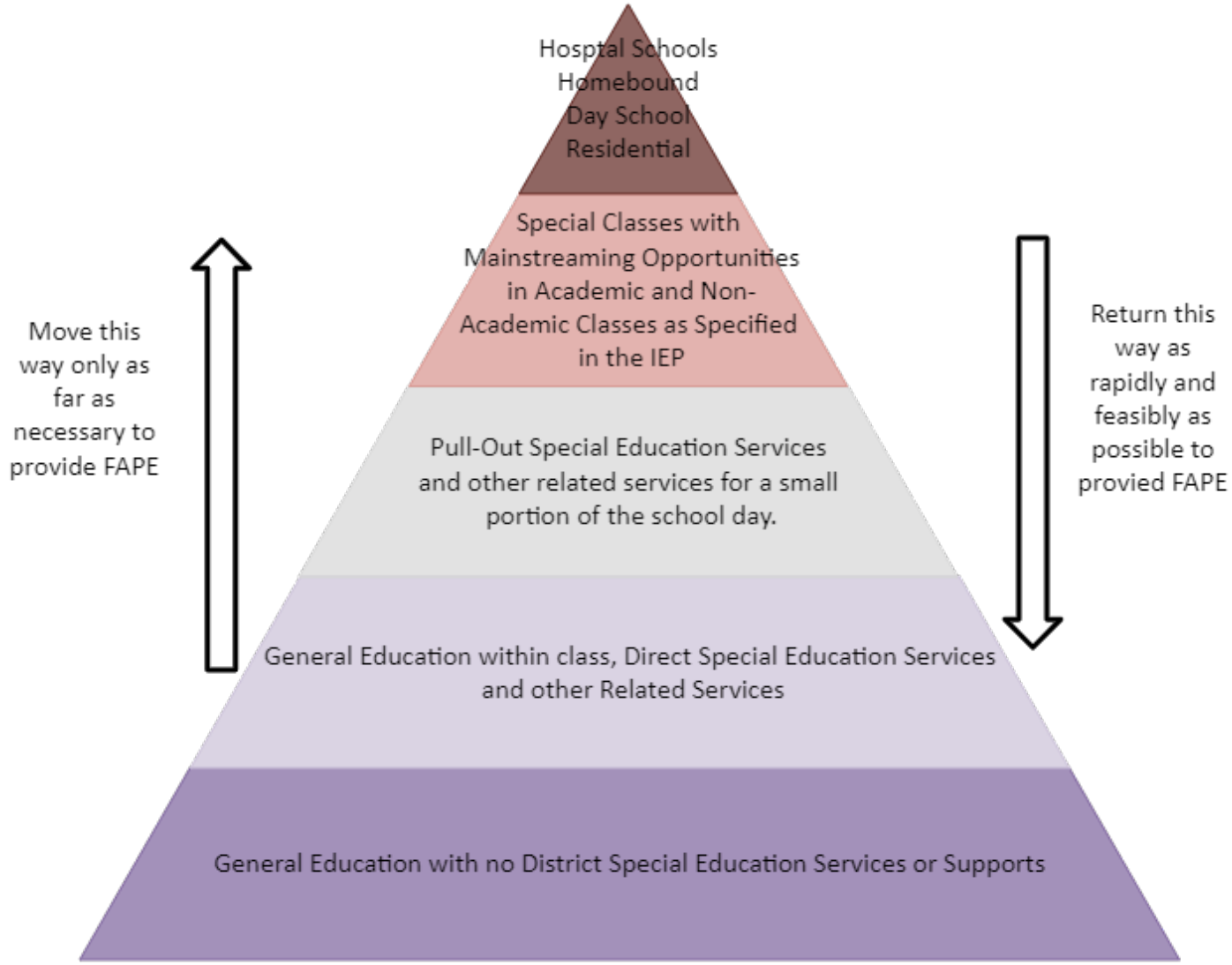
for success. If students are acquiring employment skills, they will need to be able to perform them at a rate that meets the standards of the workplace.
Setting Accommodations refer to changes in the setting or learning environment. Changes to physical setting, grouping arrangements, behavioral expectations, and classroom management procedures may be needed.
Other Assistive Devices refer to adaptive technology utilized by a student.

Staff Supports

Supports for school personnel are defined as services provided directly to the regular teacher, special education teacher, or other school personnel to assist a student with disabilities to be involved or progress in the general curriculum. It may include specific training or specific professional learning activities, consultant services, collaborative teaching or special equipment.
Support could include, but are not limited to:

Consultation with:	Training in:
Behavior Specialist	CPR/First Aid
Use of Assistive Technology	Universal Precautions
DHH Teacher	Crisis management System
Occupational Therapist	Feeding Techniques
Vision Teacher	Seizure management
Classroom/behavior Management	Specialized Equipment and methods

Least Restrictive Environment



<u>DOE Technical Assistance Paper: LRE</u>

Least Restrictive Environment reflects the basic principle of IDEA 2004 that students with disabilities will be educated in the general curriculum environment along with their peers without disabilities. This provides justification for the amount of time when the student may be removed from participation in the regular classroom based on the needs of the individuals, <u>not based on the exceptionality</u>. The IEP team determines the extent to which this is not appropriate. Conversations about LRE should happen at every annual IEP meeting.
If the IEP team recommends the student be removed from the general education environment

for a particular class or subject, it should be evident in the IEP why the removal is necessary. If the removal results from an educational need in a particular area this should be addressed in the present level statement and annual goals.
This strengthens the emphasis on providing services in the context of the student's involvement in the general curriculum and regular education program and in the activities of their peers without disabilities.

School	Total time in school
Elementary 1-5	2050
Middle	2050
High	2075

This is the time the student is in with general education peers. It includes lunch, classroom time, recess, changing classes and specials/fine arts.

Assessments

Students enrolled in the Florida's public schools are required to participate in state and district assessments programs. The state assessment programs include Florida End of course Assessments, Florida Assessment of Student Thinking (FAST and the Florida Alternate Assessment (FAA). The Florida Alternate Assessment is used to measure the progress of students with significant cognitive disabilities who are working on Access Points.
The IEP team makes the decision about participation of a student with disabilities in the state and district testing.

Alternate Assessment Procedure

DOE Alternate Assessment Guidance

All Florida students participate in the state's assessment and accountability system. The Florida Alternate Assessment (FAA) is designed for students whose participation in the general statewide assessment program is not appropriate, even with accommodations. The FAA is fully aligned to Florida's alternate academic achievement standards, otherwise known as Access Points. Access Points reflect the key concepts of the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards for English language arts and mathematics and Florida's statewide standards for science and social studies. They ensure access to the essence or core intent of the standards that apply to all students in the same grade, but at reduced levels of complexity.
The FAA program includes two components: the FAA—Performance Task and FAA—Datafolio, which form a continuum of assessment to meet the needs of Florida's students with the most significant cognitive disabilities. The FAA—Performance Task is designed to assess students at three levels of complexity and results are reported through achievement levels. The FAA—Datafolio is designed to address the needs of a small population of students who typically do not have a formal mode of communication and may be working at pre-academic levels. Regardless of the component with which a student is assessed, it is expected that only students with the most significant cognitive disabilities who are eligible under IDEA will participate in the FAA program.

Best Practices/ Legal Requirements for Participation in the State Alternate Assessment

Cognitive and Adaptive Functioning

According to the state rule, Rule 6A-1.0943, Florida Administrative Code (F.A.C.), Statewide Assessment for Students with Disabilities, a student must first have a Global IQ score at or below 67 in order to be identified as having the most significant cognitive disability. In addition to the IQ score being at or below 67, the whole child must also be considered, and corroborating data needs to be present. In cases where an individually administered measure of cognitive ability has been attempted, but a global IQ score cannot be obtained, the school psychologist may use the Developmental Profile, Fourth Edition (DP-4) or the Developmental Assessment of Young Children, Second Edition (DAYC-2) as an alternate standardized measure of cognitive ability (reference Appendix A). On either the DP-4 or the DAYC-2, the cognitive score must be at or below 67 to meet the IQ requirement for the most significant cognitive disability. Any variation to the use of the DP-4 or DAYC-2, when an individually administered test does not result in a global score, requires the approval of one of the School Psychologist Department Chairs and approved by a Student Services Administrator.
Adaptive behavior relates to independence in everyday living skills, including interpersonal and social interactions across multiple settings. To be considered a student with a most significant cognitive disability, students should demonstrate deficits in adaptive behavior. Multiple sources of information across settings must be considered to define the pervasive level of support required by the student and identify areas of strength and areas of need. A comprehensive review would be expected to address the following areas: academics; communication; self-care; daily living; social skills; access to the community; self-direction; health and safety; leisure; and work. Academic deficits alone do not indicate that a student has the most significant cognitive disability.

The most significant cognitive disability will be pervasive, affecting student learning across content areas and in social and community settings. In addition, not all students with intellectual disabilities have the most significant cognitive disability. Students eligible to receive special education services under these categorical labels may be able to participate in the general education curriculum, when provided with specially designed instruction, as well as any needed related services, supplementary aids, and services (e.g., instructional accommodations), and supports.
When making educational decisions for a student, the IEP team will review and discuss multiple sources of information. Some sources that the team may consider reviewing include psychological evaluation reports, results of individual cognitive ability tests, adaptive behavior skills data, results of individual or group-administered achievement assessments, state, and

district-wide assessments, formal and informal classroom assessments, communication or language assessments, the teacher collected data from classroom observations, and progress monitoring data.

Criteria for Eligibility for Access Points Instruction and Alternate Assessment Participation

- ❖ The student must receive exceptional student education (ESE) services as identified through a current IEP and be enrolled in the appropriate and aligned courses using alternate achievement standards for two (2) consecutive full-time equivalent reporting periods prior to the assessment.
- ❖ Even after documented evidence of exhausting all appropriate and allowable instructional accommodations, the student requires modifications to the general education curriculum standards.
- ❖ Even after documented evidence of accessing a variety of supplementary instructional materials, the student requires modifications to the general education curriculum standards.
- ❖ Even with documented evidence of the provision and use of assistive technology, the student requires modifications to the general education curriculum standards.
- ❖ The assessment instrument used to measure the student's global level of cognitive functioning was selected to limit the adverse impact of already-identified limitations and impairments (e.g., language acquisition, mode of communication, culture, hearing, vision, orthopedic functioning, hypersensitivities and distractibility).
- ❖ The student has a most significant cognitive disability, which means a global cognitive impairment that adversely impacts multiple areas of functional across many settings and is a result of a congenital, acquired, or traumatic brain injury or syndrome and is verified by either:
  - A statistically significant below average global cognitive score that falls within the 1st percentile rank (i.e., a standard, full-scale score of 67 or under; or
  - In the extraordinary circumstances when a global full-scale intelligence score is unattainable, a school district-determined procedure that has been approved by FDOE in the district's ESE Policies and Procedures.
- ❖ In order for a student to be eligible for Access Points instruction, they must be eligible for ESE services under one of the following:
  - InD
  - ASD

- OHI
- TBI

❖ Unless the student is a transfer student, they must have been available and present for grade-level general education curriculum standards instruction for at least seventy (70) percent of the school year prior to the assessment;
  - Unless the student is a transfer student, they must have been instructed by a certified teacher for at least eighty (80) percent of the school year prior to the assessment.

A student is NOT ELIGIBLE to be instructed on Access Points and participate in FAA program if any of the following is true:

❖ The student is identified as a student with a specific learning disability or as gifted.
❖ The student is identified only as a student eligible for services as a student who is deaf or hard of hearing or has a visual impairment, a dual sensory impairment, an emotional or behavioral disability, a language impairment, a speech impairment, or an orthopedic impairment.
❖ The student scored a level 2 or above on a previous statewide, general education curriculum standardized assessment administered pursuant to Sections 1008.22(3)(a) and (b), F.S., unless there is medical documentation that the student experienced a traumatic brain injury or other health-related complication subsequent to the administration of that assessment that led to the student having the most significantly below-average global cognitive impairment.

Datafolio Participation Guidelines

After carefully reviewing the Checklist for Course and Assessment Participation on the previous page, the IEP team may determine that the most meaningful evaluation of the student's current academic achievement is through participation in the FAA program. Next, the IEP team should answer each of the following questions when determining how the student will participate in the FAA program. Check all that apply:

Questions to Guide the Decision-Making Process to Determine How the Student Will Participate in the FAA Program	YES	NO
1. Does the student primarily communicate through cries, facial expression, eye gaze, and/or change in muscle tone that requires interpretation by listeners/observers?		
2. Does the student respond/react to sensory (e.g., auditory, visual, touch, movement) input from another person BUT require actual physical assistance to follow simple directions?		
3. Does the student exhibit reactions primarily to stimuli (e.g., student only communicates that he or she is hungry, tired, uncomfortable, sleepy)?		
Previous FSAA—PT Performance (if Applicable)		
4. Has the student's previous score on the Performance Task provided limited information and/or reflected limited growth within Level 1?		

If "NO" is selected for each of the first three questions, then the IEP team should conclude that the Performance Task is the more appropriate statewide assessment. If "YES" is selected for any of the first three questions and "YES" is selected for question 4 (when applicable*), then the IEP team should conclude that the Datafolio is the appropriate method to provide meaningful evaluation of the student's current academic achievement. *For a student in grade 3 or 4, or a student who does not have previous Performance Task scores, question 4 does not apply.

IMPORTANT: By definition, students who qualify for the Specific Learning Disabilities program cannot meet criteria for an alternate assessment. Students who only qualify for the Emotional/Behavioral Disabilities program will not meet criteria for alternate assessment.

In accordance with Rule 6A-6.0331(10)(b), F.A.C., signed parental consent is required for a student to be instructed in access points and assessed using an alternate assessment. This decision must be documented on the Parental Consent Form – Instruction in the State Standards Access Points Curriculum and Statewide, Standardized Alternate Assessment, available at https://www.flrules.org/gateway/result.asp.

Parent's signature must be obtained if the IEP team determines the child will be instructed using state standards access points (core content connectors) on the consent for access points form. This is a new rule implemented in the 13/14 school year based on Senate Bill 1108. This form needs to be completed annually. The form may be found on PEER on the Document, Forms and Resources Page.

It is required to be provided in the parent's native language.

District Assessments

Make a list of districtwide assessments the student will be expected to take during the IEP year. It may include FLKRS, benchmark assessments or other applicable districtwide assessments.

Accommodations

Accommodation decisions are made by the IEP team. The accommodations should be regularly used for instruction. However, some classroom accommodations are not allowed on certain statewide or districtwide assessments. Follow the guidelines below:

- ❖ Accommodations should facilitate an accurate demonstration of what the student knows or can do.
- ❖ Accommodations should not provide the student with an unfair advantage or interfere with the validity of the test. They must not change the underlying skills the test measures.
- ❖ Accommodations for EOC assessments or FAA must be the same or nearly the same as those the student uses in classroom instruction and assessment activities.
- ❖ Accommodations must be necessary for the student to demonstrate knowledge ability, or skills.

Presentation focuses on the presentation format the student typically uses for instruction. Some accommodations might be testing in Braille, auditory or sign language presentation when appropriate, magnification, colored overlays, or highlighters.

Responding should focus on the method(s) the student typically responds in the classroom. Scheduling determines how much of the test should be given to the student in one session, or extended time. Extended time is not unlimited time and should be offered in accordance with their IEP.

Setting describes the environment a student will be tested in. A student may need small group or individual seating for testing. Reduced stimuli or special lighting might be necessary. If alternate setting is needed for classroom assessments, it should also be provided for state and district assessments. Small group settings should be comparable to the normal instruction group for the student as listed on the IEP.

Other Assistive Devices may be used for the specialized presentation formats or alternate ways of responding to tests. These devices should be the same as what is being used during classroom assessments.

Unique Accommodations (Paper based testing)
If a student with a disability needs an unusual accommodation that is not included in the test administration manual, a request can be made for approval from the Commissioner of Education or designee. See an ESE Specialist for assistance with this.

Meeting Participants and Access and Implementation

Everyone in ATTENDANCE must sign the Meeting Participants page. This page should be drafted before the meeting with names filled in. One person may fill at maximum 2 of the 4 roles from the list of required participants with the exception of the parent. The parent is only the parent.
If a parent participated via telephone, note "Participated via telephone" on the Parent/Guardian signature line.
If parent provided permission for the meeting to proceed note "Permission to Proceed" on the Parent/Guardian signature line.
If signed permission for excusal of someone was received prior to the IEP meeting, note "Excused with Prior Permission" on the line for that person.
If a parent brings an attorney to the meeting without prior warning, the meeting must be rescheduled so the District can have legal representation at the meeting as well. Contact the ESE Specialist or Coordinator.
Do not ask anyone who did not attend to sign the meeting participants' page. It is the responsibility of the IEP meeting facilitator to ensure all required meeting participants are in attendance.
A copy of the IEP must be uploaded into the Electronic Cumulative File for the student in SCRIBBLES. A copy of the finalized IEP must be sent home upon upload to the electronic file.

Conference Notes

Should be completed *during the meeting*. They should paint an accurate and detailed picture of everything that was discussed during the meeting. Things that should be included in the conference notes (list not intended to be all inclusive)

Required topics to include are:

- Re-state parent response to the Meeting Participation or note that legal attempts were made and that the parent did not respond
- Re-state parent receipt of Procedural Safeguards, verbal explanation, or declining of explanation
- Review of previous IEP including progress towards/mastery of goals
- Statement of provision of Family Empowerment Scholarship for Unique Abilities information
- Statement of provision of Use of Public Insurance information (Medicaid)
- Input of IEP committee members
- Statement regarding review and acceptance of newly developed IEP
- State how the parent received a copy of the IEP
- State that the notes were reviewed and accepted
- ESY Eligibility
- FBA/BIP review annually

Suggested topics to include are:

- Credits/units
- Grades/ GPA
- Attendance
- Discipline referrals
- Any other information that is discussed at the meeting
- Agreements or disagreements during the meetings

Access and Implementation

Each teacher who is responsible for implementing any part of the IEP must have access to a copy of the IEP. This would include but not be limited to ESE teachers, SLPs, OT/PT therapists, general education teachers, fine arts teachers, and PE teachers and Paraprofessionals. This access could be electronic, through the PEER system or a paper copy.
Each teacher who is responsible for implementing any part of the IEP also must be informed of the specific responsibilities related to implementing the IEP. This would include but not be limited to ESE teachers, SLPs, OT/PT therapists, general education teachers, fine arts teachers, and PE teachers. The responsibilities might include data collection for monitoring student progress towards goals.

Recording of IEP Meetings

A parent, authorized representative of a parent or IEP team member is permitted to record an IEP meeting. He or she must use his or her own recording device and the district will obtain its own recording of the meeting. The district is under no obligation to provide the parent with a transcription of the recording the District obtains on its own equipment. If the District audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal Law.
The parent must notify the IEP team that they will be recording the meeting.

Matrix of Services

A Matrix of Services is completed using information found in the student's IEP by an individual or group of individuals familiar with the student. It should reflect the special services to be provided to the student as documented by the IEP team. For all exceptional education students at Support Levels 4 and 5 (254–255), a new matrix must be completed at initial placement and at least once every three years thereafter. Additionally, districts must ensure that matrixes reflect current services. If services change as a result of an IEP team decision, a new matrix must be completed. If services do not change as a result of an IEP meeting, and the matrix is less than 3 years old, a new matrix does not have to be completed; however, the review of the matrix must be documented on the first page of the matrix.

******Only people who have been through the Matrix Training and have been updated appropriately should fill out the Matrix. Please contact the ESE Specialists if there are concerns.***

The Matrix of Services is used to report services for funding to the Department of Education

and is found in PEER. The School District of Manatee County ESE Department requires teachers to complete a new Matrix after every annual IEP meeting. Matrices should also be updated, signed and dated after all IEP meetings.

Primary Exceptionality
Choose the student's primary exceptionality indicated on the IEP.
Other Program and Service Areas
Choose all other program and service areas as determined by the IEP team.

Names of Persons Completing the Matrix:
There may be more than one service provider completing the matrix. Please be sure to fill in all people who have contributed to the completion of the Matrix including but not limited to the SLP, the OT, the PT, the ESE teacher…. All persons must initial and date the Matrix when it is printed.

Domains
Choose the level of services under each Domain. "Critical Factors that impact decision making on the appropriate level of service include the frequency and intensity of the service and the qualifications of the personnel required to provide the service." (*Matrix of Services Handbook, 2012 Edition pg. 9)*
If there are no services or assistance beyond that which is normally available to all students, then a Level 1 is indicated.

- Domain A: Curriculum and Learning Environment
- Domain B: Social or Emotional Behavior
- Domain C: Independent Functioning
- Domain D: Health Care
- Domain E: Communication

Special Considerations

This is a checklist that is used to determine if additional points should be added to the total before determining the cost factor. Check any applicable special considerations.

Score Summary

PEER will automatically calculate the score summary. When that is complete, finalize the matrix, print it, initial it, date it and place in the student's ESE file. The score must be reported to the registrar.
The Matrix must be completed by the end of the school day in which the meeting was held. It must be completed in PEER, signed and dated. According to Manatee County policy when an amendment occurs, the Matrix must be reviewed, initialed and dated with the amendment date.
Further detailed information is available in the Matrix of Services Handbook at

https://www.fldoe.org/core/fileparse.php/7567/urlt/2017-Matrix-of-Services.pdf

Registrar Information Sheet

The Registrar information sheet must be completed and given to the registrar electronically or on paper before the completion of the next school day.

Procedures for Amending an IEP

IDEA 2004 and subsequent regulations allow for the amendment of an existing IEP to make a change to a student's program provided the team has collected sufficient data to justify the proposed change. According the *Developing Quality Individual Education Plans (2012 edition, page 140),* "Generally the entire IEP team revises the IEP at a regular IEP team meeting. However, the IEP may be amended after the meeting. The parent and school district can agree not to have a meeting and instead develop a written document that amends or modifies the student's IEP. The entire IEP team must be informed of those changes." 34 CF 300.324(a)(4)(i) and (ii) Rule 6A-6.03028(3)(k)

Amendments requiring an IEP meeting with full IEP team

- Eligibility/Dismissal consideration
- Placement changes
- Significant increase or decrease of services, which also requires a Prior Written Notice
- Diploma Options
- State/District testing (requesting alternative assessments)
- Addition, deletion, or change in Extended School Year (ESY) services

Amendments that do not impact FAPE and may not require an IEP meeting:

- Changes or updates in IEP goals that do not change services
- Correction or omission to the IEP that was discussed at the IEP meeting such as a service provider did not complete information for the present level, accommodations not completely addressed, etc.
- Supplemental Aides and Services
- Clerical error
- Special considerations

<u>Procedures:</u>

- The LEA, ESE service provider and/or parent determine that a change to the IEP is required.

- ❖ Only changes to the IEP that are agreed upon by the LEA, ESE service provider and the parent will be amended.
- ❖ The decision criteria for requiring a formal meeting should be based on what in the IEP is being considered for amendment and whether the amendment impacts the provision of FAPE to the student (See above guidelines).
- ❖ Contact the parent/guardian. Contact must be made with the parent in order to complete the amendment.
- ❖ Explain to the parent/guardian their procedural safeguards for the right to have a face-to-face meeting with the IEP team and the right to a reasonable notice of a meeting.
- ❖ If parent agrees to waive reasonable notice and to amend the IEP without an IEP team meeting, review the proposed amendments with the parent.
- ❖ If parent agrees to the proposed amendments, create an IEP Amendment in PEER. Complete the agreed upon amendments.
- ❖ Complete the prior written notice for the changes that impact FAPE. (see Prior Written Notice Procedures)
- ❖ Complete conference notes in PEER describing the amendments. Be sure to date the conference notes to align with the amendment.
- ❖ Finalize the amendment in PEER.
- ❖ Print out the amended IEP and make copies for parent/guardian and all other IEP team members.
- ❖ Check the matrix to be sure the changes in the IEP are reflected on the matrix. If no changes to the matrix were needed, sign and date it.

Holding Successful IEP Meetings

- Set up the meeting date: Coordinate with other service providers and secure LEA
- Invite a translator if necessary
- Consider the Reevaluation process if necessary and complete the file review if necessary
- Determine excusal and nonattendance if any. Obtain necessary input
- Prepare written notice of the meeting and send to parents
- Complete Transition Assessment/Surveys if necessary
- Draft IEP
- Draft Agenda
- Prepare the location
- Print all forms:
- Procedural Safeguards (just in case there are any questions or parents didn't receive a copy) (PEER)
- Consent for Placement if this is an eligibility meeting (PEER)
- Meeting Participants signature page (PEER)
- Draft IEP (PEER)
- Draft a Prior Written Notice if proposed services are changing significantly (PEER)
- Supplementary forms if needed:
- Alternative Assessment Consent
- Non-allowable accommodations consent
- Transportation form

During the Meeting

- Introductions and purpose of the meeting
- Procedural Safeguards:
- Initial Placement: ESE teacher must explain
- Annual reviews and Reevaluations: ask if there are any questions
- Follow Agenda items: Review the draft IEP and supplemental forms
- Discuss services
- Ask for questions & provide clarifications

- ❖ Review Conference Notes with team to ensure accuracy
- ❖ Obtain all signatures
- ❖ Review additional forms:
- ❖ Medicaid form if not previously obtained
- ❖ Finalize IEP
- ❖ Make copy of IEP for parents to give at the end of the meeting
- ❖ End of meeting courtesies
- ❖ Remember *ALL* the people at the meeting are considered the student's IEP team. It is the facilitator's responsibility to try to maintain the idea of TEAM planning for the best interest of the student.

Meeting Protocol

- ❖ IEP meetings are legal meetings
- ❖ Maintain professional environment with regards to food and drink
- ❖ Be on time & be prepared
- ❖ Respect the parents' understanding of educational jargon
- ❖ Maintain an appreciation for the emotional impact of diagnostic labels.
- ❖ Other students must not be mentioned by name, due to student confidentiality rights
- ❖ Refer to colleagues by title and last name
- ❖ Make serious differences of opinion known to the staffing committee prior to the meeting
- ❖ Express differences of opinion or frustrations in a professional manner.

After the Meeting

- ❖ Upload all parts of the IEP into SCRIBS as one file. This includes the matrix, the meeting invitations, any PWNs and papers signed by the parent, ie accommodations not allowable, Access point instruction.
- ❖ Complete Matrix by the end of the day or within 24 hours
- ❖ Upload all pages into PEER as necessary: meeting participants, transportation forms, consent, FBA/BIP…
- ❖ Provide dates to registrar on ESE Data Input Sheet
- ❖ Provide Special Transportation information/form to ESE Department Special

Transportation Specialist

- ❖ Case Manager shares responsibilities of recommendations with those responsible

Legal considerations

IEP changes cannot be determined in advance of the IEP meeting

- ❖ Possible changes can be discussed in advance, but no decisions can be made.
- ❖ Final placements & revisions can only be determined through a completed IEP meeting
- ❖ If parent is not in attendance notice to parents (10 days written notice) must be honored before changes in placement can take place utilizing Prior Written Notice Form.
- ❖ The School District may be held liable for recommendations that are made by any School Board employee.
- ❖ The IEP committee and /or any member should not recommend outside fee-based services such as counseling, medical exams, tutoring, additional evaluation, medication, private therapies, etc. because the School District can be held responsible for the costs of these services.
- ❖ Parents do have a right to request additional evaluations.
- ❖ The IEP committee and/or any member may not refer to a student as having a medical diagnosis unless the diagnosis is documented by a physician in the student's records (i. e. ADD, Bi-Polar, Diabetes, etc.)
- ❖ If school staff suspects a student has a medical diagnosis, they can describe symptoms and/or characteristics that are displayed in school and are impeding the student's learning, but the parent must always be advised to consult appropriate medical personnel if the parent wishes to address a medical diagnosis.
- ❖ Confidentiality must be observed.
- ❖ Documents and electronic records that contain student information should only be viewed and discussed by School District employees <u>who have an educational need to know.</u>
- ❖ Parents will receive a copy of any and all reports at the IEP meeting.

Hints for Working Successfully with Parents in an IEP Meeting

- ❖ Dress for respect
- ❖ Be prepared

- Never meet with a parent by yourself to discuss IEP issues.
- Create a Professional Climate
- Create an environment of trust and understanding
- You are the expert; your confidence will create a feeling of security
- Be warm, try not to be too quick or matter of fact
- Build Constructive Parent Relationships
- Operate on the premise that parents care. Establish a partnership.
- Discussing issues tactfully. Don't avoid "touchy" subjects
- Be honest and forthright. You don't want parents to think that you are deceiving them.
- If a parent loses control, let them speak; answer in a low deliberate tone
- Always remain calm and in control.
- Keep It Constructive
- Avoid making parents feel guilty or ashamed if they have a problem.
- Upset parents may become angry if they aren't allowed to talk.
- Always remain calm and in control.
- In the event the team members and parent cannot agree on a specific issue on the IEP and the facilitator determines that it is no longer constructive, the team may agree to reconvene to resolve those issues.
- Remember parents need praise too.
- Keep in mind that you are not trying to win a battle
- Close on a positive note

Change of Placement: Less or More Restrictive Environment

DOE Technical Assistance Paper: Least Restrictive Environment

This form must be completed by the ESE teacher and general education teacher. The form will be given to the ESE Specialist along with the documentation and data required (as indicated below) to support the change of placement.

See Appendix L for Sample Change of Placement Form K-12th Grade

See Appendix M for Sample Change of Placement Form PRE-K

ESE Specialist Responsibilities:

Check the information attached to ensure the school has appropriate data to support the change in placement.
Academic performance appears to be: (Attached data supports the gap between student and peers.)

- ❖ Comparable to peers (< 1 year below peers)
- ❖ Below peers (≤ 1.5 years below peers)
- ❖ Significantly below peers (≥ 2 years below peers)

Behavioral performance appears to be: (Attached data supports the gap between student and peers.)

- ❖ Comparable to peers
- ❖ Below majority of peers as documented by direct observation of student and peers
- ❖ Significantly below peers as documented by direct observation of student and peers.

The ESE Specialist will review the documentation provided and email written notification to the school regarding next steps. The written notification must be received **prior to scheduling** the change of placement meeting.

Consultation Services and Logs

Whenever an IEP team decides that Consultation Services are the best way to meet a student's needs, the Consultation Log must be used.

Consultation "requires face to face or virtual meetings: virtual meetings are defined as real time where participants are actively involved: a meeting conducted via telephone (i.e. Conference call) is considered a virtual meeting while a written exchange among professionals does not constitute a virtual meeting." *Matrix of Services Handbook, 2012 Edition Florida Department of Education, pg. 15.*

The service provider is expected to MEET with the general education teacher(s) to discuss the student's progress as indicated on the IEP.
This form is required to be used to document the monthly meetings and must be placed in the student's ESE cumulative folder. Auditors require this form as evidence for providing this service.

Consultation can be provided for academics, behaviors and/or for therapies.

Procedure for Referring a Student to SABLE (School of Academic and Behavioral Learning Excellence)

Program Description

SABLE is a short-term alternative education school with one middle school classroom and two elementary school classrooms. Generally, the length of stay for a student will be one to two quarters. All cases, however, will be considered on an individual basis. The mission of the school is to inspire and empower students to be academically and behaviorally successful. SABLE will maintain rigorous academic expectations in a highly structured positive behavior support setting. Counselors are available to provide individual, small group and family counseling. We have contracted with a child psychiatrist to provide on-site mental health evaluations for students at SABLE as well as medication evaluations and medication regulation.

Students appropriate for referral to SABLE are in grades 1 – 8 who are attending a Manatee County Public School. Students must have a mental health diagnosis and be engaging in significantly challenging behaviors that have shown little or no response to the intensive and targeted interventions of a multi-tiered system of support. An observation by Student Services Staff and/or an ESE Behavior Specialist will be conducted to document the implementation of tiered interventions. School based behavior staff will be responsible for organizing and delivering the file to SABLE. SABLE staff will review the student's file (see attached for a list of what is needed in the file).

Once the team at SABLE determines that this is an appropriate student referral a meeting will be scheduled at the sending school to discuss SABLE as an option for the student. Present at this meeting must be the ESE Resource Compliance Specialist and the parent/guardian. If the team determines that SABLE is the most appropriate option for the student at this time the specialist will document that decision either in the IEP or on a Report of Conference Form. The file is then delivered back to SABLE where SABLE Staff will contact the parent/guardian and set up a day and time for the parent/guardian to register the student and for the student to start at SABLE. Typically, the day of the registration meeting is the same day the student starts at SABLE. Transportation is provided by the district, however, there is typically a delay while a vehicle is being routed. Parents may be asked to provide transportation during the delay.

Dismissal from SABLE will be based on individual student data. As was stated previously, SABLE

is not meant to be a long-term placement. Typically, students will return to the sending school in one quarter. A student length of stay beyond one quarter will be considered on an individual case basis. A dismissal meeting will be scheduled at SABLE. The parent/guardian and receiving school staff will be invited to this meeting. Dismissal paperwork and an IEP revision if appropriate will take place. Positive behavior interventions and the student's response to those interventions will be discussed. This meeting will occur within five to ten days of the student's dismissal from SABLE.

SABLE Student Referrals

Appropriate	Not Appropriate
• General education students exiting a residential facility. • General education or ESE students with multiple mental health diagnoses who are engaging in sustained challenging behaviors • ESE students classified as OHI (Behavior) or EBD who are engaging in sustained challenging behaviors • General education students or ESE students who have not shown progress towards behavioral goals when evidence exists that they were provided a multi-tiered system of behavioral supports	• General education students who have had a positive response to a multi-tiered system of support • General education students with only a diagnosis of ADHD • ESE students with a classification of Speech or Language Impaired only • ESE students classified as InD or ASD • Students meeting the criteria for a 45 - day placement or safety reassignment

SABLE Referral Process

School based MTSS Teams/IST meet to ensure Tier 1, Tier 2 and Tier 3 interventions are developed and implemented with fidelity.

After Tier 1, Tier 2 and Tier 3 interventions have been implemented with fidelity over a reasonable amount of time data reviewed by the MTSS Team/ IST demonstrates the need for additional Tier 3 interventions and consideration of an alternative education setting.

The MTSS Team/IST may elect to compile a folder of student information to be delivered to

SABLE for review (see checklist of required documentation)
SABLE Staff will review the folder and determine if the student could benefit from services provided at SABLE. SABLE Staff will share the decision with the school. If the student could not benefit from receiving services at SABLE the student will be referred back to the MTSS Team/IST for additional problem solving. If it is determined that the student could benefit from services at SABLE the school based MTSS Team/IST can then meet with the parent/guardian to present SABLE as an option for their child.
If at the meeting the parent agrees to their child attending SABLE the IEP (when applicable) is revised to reflect services provided at SABLE. If the student does not have an IEP a Report of Conference will reflect the team recommendations.
SABLE Staff is notified, and SABLE Staff call the parent to set-up an intake meeting.
SABLE File Review Required Documentation
Student Name _____ Date received ___ School ____ Grade _____ Date reviewed _____
OT ___ mpw SP&L _____ mpw PT ___ mpw CRS __mpw Consent signed on _ for the following assessments/evaluations:
_____

Necessary evaluations and assessments are complete, and copies are in the file:

- ❖ Psychological Evaluation or Education Evaluation (if completed)
- ❖ Social/Developmental History (if completed)
- ❖ Problem Solving Worksheet (internalizing behaviors) or a Tier III FBA/BIP (externalizing behaviors) has been completed and is included. There is evidence that:
- ❖ PSW and/or FBA were completed and BIP was implemented with fidelity
- ❖ Baseline data was collected over time and graphed
- ❖ Target behaviors are defined in observable and measurable terms
- ❖ Hypothesis statement is supported by data
- ❖ Interventions are linked to function of the behavior
- ❖ Student received teaching of a replacement behavior
- ❖ Interventions have been implemented for a minimum of 6-8 weeks

- ❖ Interventions were revised as necessary
- ❖ Additional information to include in the file:
- ❖ Graphs of baseline data and intervention progress monitoring data
- ❖ Evidence that all interventions were implemented with consistency and fidelity
- ❖ Evidence of MTSS/IST/IEP Meetings with completed problem-solving packet
- ❖ Completed parent and teacher input forms
- ❖ Academic information including most recent report card, current student schedule and i - Ready scores or other scores on district assessments
- ❖ Evidence that other disciplines were involved if appropriate (Reading Coach, Curriculum Specialists)
- ❖ Written observation of the student by a Behavior Specialist and/or Student Service Staff and observation documented on the "Documentation of Observation Form"
- ❖ Current and past documentation from local mental health agencies describing services provided to the student/family including therapy notes, diagnoses and
- ❖ medication(s) prescribed.

Procedure for Referring a Student to Access to Education

Procedures for Teams – Possible Change of Placement to Access to Education

For IEP teams to consider Access to Education, teams should follow the Change of Placement procedures for moving toward a more restrictive Environment. Data collection should be focused on students' need for placement with Access. This process includes the involvement of administration, the ESE Specialist and District Behavior Specialist.

Steps Include:

- ❖ Sending school completes More Restrictive Change of Placement packet AND prior to IEP meeting being scheduled:
  - Sending school talks with parent to gauge interest
  - Access administrator observes student and discusses with ESE Director and/or ESE Coordinator
  - Parent tours Access campus
- ❖ During IEP Meeting, if IEP team recommends Access, Parent Consent for Placement in a Center School is obtained prior to enrollment.

Access Information

Program Description

This program is designed specifically for students in 6th grade or above who are challenged by the environment of a traditional school, which can evoke severe anxiety and sensory concerns. As a result of the anxiety significant behaviors can be demonstrated in response to fear.
Access also serves the needs of students, at the secondary level, with medical concerns who require specialized nursing support in a small self-contained environment. Students in 4th or 5th grade may be considered on an individual basis if the circumstances warrant.
The instruction is based on the principles of applied behavior analysis, applied verbal behavior and positive behavior support. The curriculum is based on Access Points for Students with a Significant Cognitive Disability.

Considerations

IQ of 67 or below
Significant medical fragility/use of a wheelchair for mobility
Diagnosis of Autism or high probability of Autism
Challenging behaviors that include self-injurious behaviors and aggression
Slow acquisition rate of learning
Involvement of District Behavior Specialist

Students who show a need for:

Instruction on Florida Access Points for Students with significant cognitive disabilities
Visual Strategies for communication and to facilitate transitions and learning
Significant strategies for dealing with sensory issues
Predictable routines
Direct daily social skills training and or emotional behavior
Daily intervention or assistance with Augmentative or alternative communication systems
Structured Teaching Strategies

Medically Fragile Considerations:

Severe Seizure disorder
Therapeutic Positioning
Total support for all aspects of their life
Nursing services
Specialized medical procedures such as tube feeding, catheterization, suctioning, specialized medication…

Request For Additional Classroom Support

All students in Manatee County, including all students with disabilities, receive instruction as part of a Multi-Tiered System of Support (MTSS). As a result, when students with disabilities experience academic or behavioral difficulties, the team must utilize the MTSS Problem-Solving Process to make data-based decisions that address these difficulties. In a small number of cases, students with disabilities may need additional support beyond what is provided in the classroom. In these situations, the IEP team may consider whether or not Additional Classroom Support is required in order for the student to receive a free appropriate public education (FAPE). The data that is collected as part of the MTSS process will be critical in helping the team to determine if Additional Classroom Support is needed.

A goal for all students with disabilities is to promote and maximize independence. The need for the assistance of an additional paraprofessional should be carefully and completely defined and supported by data. All alternatives to meet the student's need considered before determining that a paraprofessional is the only answer. While some students may temporarily need Additional Classroom Support, the assignment of a paraprofessional for other students may be unnecessarily and inappropriately restrictive. When an IEP team determines that Additional Classroom Support is needed, it should always be considered a time-limited support and specific conditions/goals must be established to fade the assistance over time.

Additional Classroom Support may not be used as a substitute for certified, qualified teachers for an individual student or as a substitute for an appropriately developed and implemented behavioral intervention plan. While Additional Classroom Support may assist in related instructional work, primary instruction must be provided to the student by a certified teacher (or teachers). If the grouping in a classroom is such that the teacher cannot meet the needs of the students without additional paraprofessionals, the grouping may be inappropriate, and changes may need to be made. In some cases, the school administrators and teacher(s) may need to reconsider the classroom composition.

Things to Remember

- The decision to add Additional classroom support is a data-based decision that should only be made through the IEP team.
- It should never be assumed that Additional classroom support will be permanent. If the

IEP Team decides that Additional classroom support is required, the team must develop a plan to fade that support over time as appropriate.

- ❖ The first step should always be to look at existing school resources and staff in order to determine if they can be utilized to assist the student and teacher(s).
- ❖ Data related to the need for Additional classroom support will be reviewed on an annual basis.
- ❖ Whenever possible, a paraprofessional is assigned to a classroom environment. Occasionally, a student may require Additional classroom support for a designated period of time to address a unique need.
- ❖ An Intensive Functional Behavioral Assessment (FBA) and behavior intervention plan (BIP) must be in place and data must be collected prior to a request for Additional classroom support for behavioral reasons. Procedures for writing an Intensive Functional Behavioral Assessment and BIP will be found in the ESE Procedural Manual.

If any Manatee County District Staff Member thinks a student should have Additional classroom support the request should be made to an ESE Specialist prior to any IEP meeting.

Procedures

If a parent or another member of the IEP team requests Additional classroom support **prior to** a scheduled IEP meeting…

- ❖ The student's teacher/case manager should document and clarify the nature of the request and initiate the process of gathering the necessary data. (See below for a list of possible data sources.)
- ❖ The student's teacher/case manager will notify the school's ESE Compliance Specialist about the request for Additional classroom support.
- ❖ The student's teacher/case manager should complete the Additional classroom support Request Form and turn the form and all relevant data into the ESE Compliance Specialist assigned to the school.
- ❖ ESE Specialist will review information for thoroughness and fidelity and will contact the student's teacher/case manager by email within 5 school days to identify next steps. The ESE Specialist will facilitate a meeting with the IEP team including an ESE Coordinator.

If the parent or another member of the IEP team requests Additional classroom support **during** a scheduled IEP meeting…

- ❖ The request should be clarified and documented in the IEP conference notes.
- ❖ The LEA Representative should respond to the request with a prior written notice which explains that data and other support documentation will be gathered to help determine the nature and/or need for the requested service. The IEP team will reconvene after the data collection process has been completed which may take up to 4-6 weeks.
- ❖ The student's teacher/case manager will notify the school's ESE Compliance Specialist about the request for Additional classroom support.
- ❖ The student's teacher/case manager should complete the Additional classroom support Request Form and turn the form and all relevant data into the ESE Compliance Specialist assigned to the school.
- ❖ ESE Specialist will review information for thoroughness and fidelity and will contact the student's teacher/case manager by email within 5 school days to identify next steps. The ESE Specialist will facilitate a meeting with the IEP team including an ESE Coordinator.

Data Collection

The need for Additional classroom support should be carefully and completely defined and supported by data. The following documentation should be included to meet minimal data request.

- ❖ Completed Request for Additional classroom support Form
- ❖ IEP goals with progress toward goals noted
- ❖ Student schedule with description of the type and duration of assistance necessary
- ❖ Intensive FBA/BIP with behavioral documentation (data collection on frequency, duration, and severity/intensity of behavior)
- ❖ Data related to interventions initiated through the MTSS process

The IEP Team Meeting

When an IEP team, including ESE Specialist and ESE Coordinator, meets to consider whether or

not to provide Additional classroom support, the team must weigh the following factors:

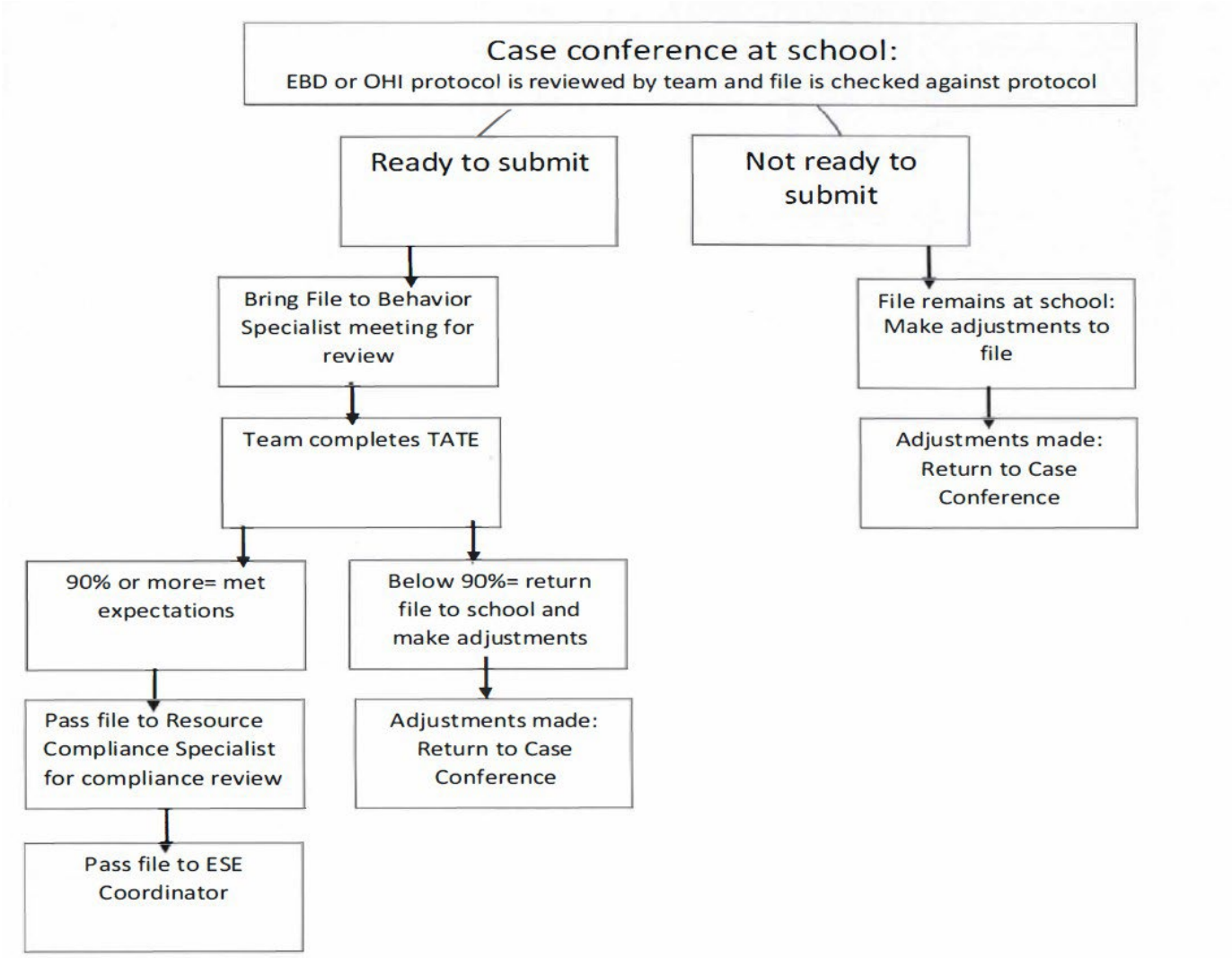
- ❖ Have all less restrictive options been exhausted?
- ❖ Does the data show that an Additional classroom support is the only way to provide FAPE for the student?
- ❖ The student's individual needs
- ❖ The natural supports and resources that are available in the setting where the student's IEP will be implemented (this includes peers, existing staff in the classroom/school)
- ❖ The potential impact (positive and negative) of providing Additional classroom support to the student

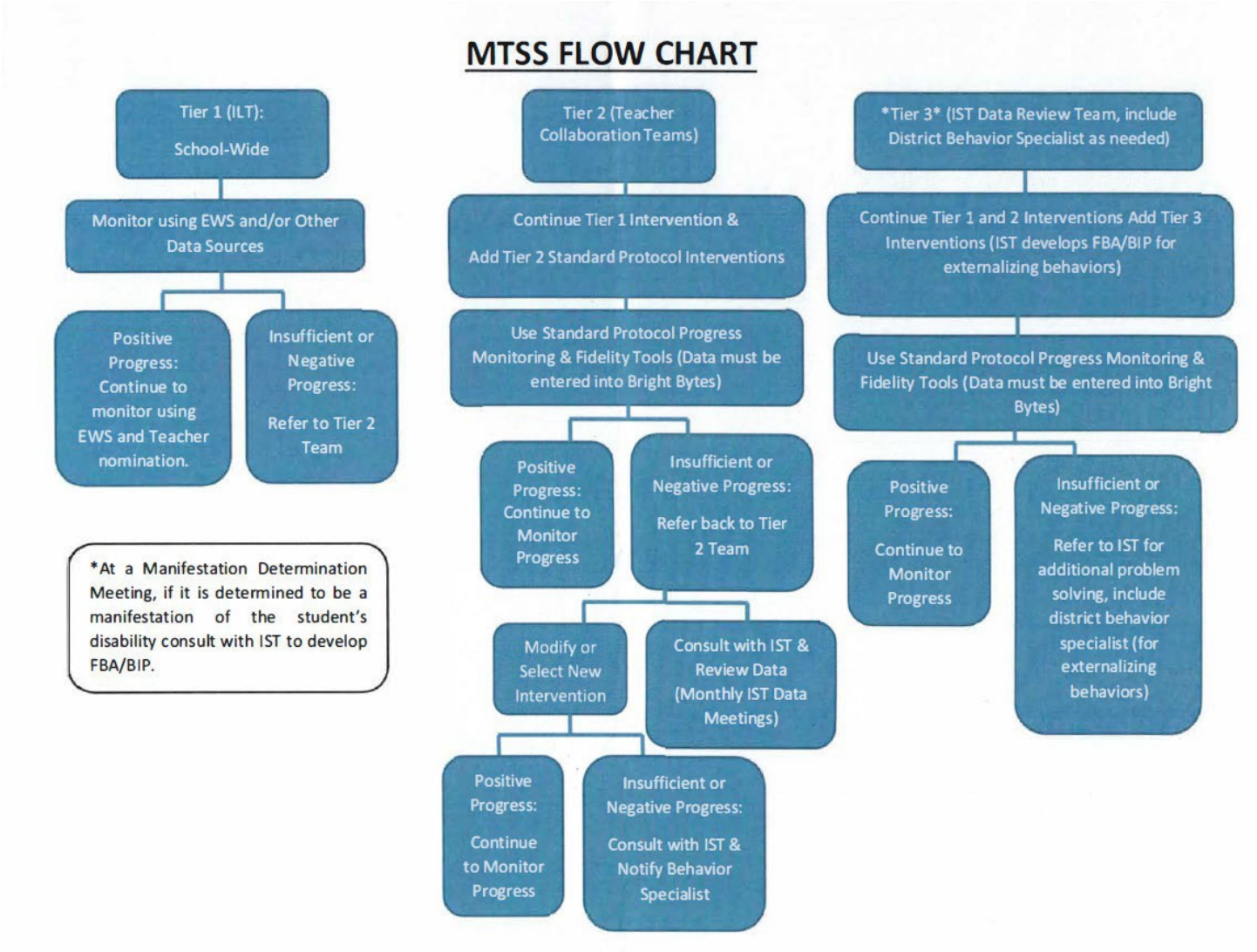
If the team determines the student does need Additional classroom support, the IEP must be changed to reflect that decision. The IEP team **must** document in the IEP the plan to support and teach the student the skills needed to independently navigate the school environment and ultimately fade the Individual Adult Assistant.

If the IEP team determines the student does not need Additional classroom support and the request came from the parent, a Prior Written Notice must be completed.

Procedure for EBD-OHI (Behavior) File Review

- All initial eligibilities for EBD and OHI for behavior (including inattention) are reviewed by the Behavior Specialists.
- Prior to a school-based team considering the possibility of EBD or OHI as an area of eligibility, the appropriate school-based personnel will need to gather the documentation outlined in the Checklist for EBD-OHI (Behavior) File Review.
- Prior to submitting a file for review by the team, please conduct a school-based IST Case Conference Meeting to ensure that all required documents have been prepared for submission. This meeting should include: ESE Resource Compliance Specialist, School Psychologist, School Social Worker, ESE Behavior Specialist, and school-based IST members.
- All cases involving a possible change of placement for a student who is currently identified as ESE where the IEP Team is seeking to consider a more restrictive placement (District Regional Behavior Program} will be reviewed by the Behavior Specialists.
- Prior to a school-based IEP team considering a change of placement, the appropriate school-based personnel will need to gather the documentation outlined in the Change of Placement- More Restrictive Environment.
- Prior to scheduling a review with the team conduct a school-based Case Conference Meeting to ensure that all required documents have been prepared for submission. This meeting should include the following staff: ESE Resource Compliance Specialist, School Psychologist, School Social Worker, ESE Behavior Specialist, and school-based IEP members.
- Once the Case Conference has been completed follow the flowchart and have the Behavior Specialist bring the file to the next Behavior Specialists Meeting.


Case conference at school:
EBD or OHI protocol is reviewed by team and file is checked against protocol
Ready to submit
Not ready to submit
Bring File to Behavior Specialist meeting for review
File remains at school: Make adjustments to file
Team completes TATE
Adjustments made: Return to Case Conference
90% or more= met expectations
Below 90%= return file to school and make adjustments
Pass file to Resource Compliance Specialist for compliance review
Adjustments made: Return to Case Conference
Pass file to ESE Coordinator


MTSS FLOW CHART
Tier 1 (ILT):
School-Wide
Monitor using EWS and/or Other Data Sources
Positive Progress: Continue to monitor using EWS and Teacher nomination.
Insufficient or Negative Progress:
Refer to Tier 2 Team
*At a Manifestation Determination Meeting, if it is determined to be a manifestation of the student's disability consult with IST to develop FBA/BIP.
Tier 2 (Teacher Collaboration Teams)
Continue Tier 1 Intervention &
Add Tier 2 Standard Protocol Interventions
Use Standard Protocol Progress Monitoring & Fidelity Tools (Data must be entered into Bright Bytes)
Positive Progress: Continue to Monitor Progress
Insufficient or Negative Progress:
Refer back to Tier 2 Team
Modify or Select New Intervention
Consult with IST & Review Data (Monthly IST Data Meetings)
Positive Progress:
Continue to Monitor Progress
Insufficient or Negative Progress:
Consult with IST & Notify Behavior Specialist
Tier 3 (IST Data Review Team, include District Behavior Specialist as needed)
Continue Tier 1 and 2 Interventions Add Tier 3 Interventions (IST develops FBA/BIP for externalizing behaviors)
Use Standard Protocol Progress Monitoring & Fidelity Tools (Data must be entered into Bright Bytes)
Positive Progress:
Continue to Monitor Progress
Insufficient or Negative Progress:
Refer to IST for additional problem solving, include district behavior specialist (for externalizing behaviors)

Manifestation Determinations (Rule 6A-6.03312, F.A.C)

A manifestation determination is required by law within 10 school days of any decision to change the placement of a student with a disability. In Manatee County, once a student has been suspended for 7 days (or less as appropriate) an IEP plan team must convene an IEP meeting with the parent/ legal guardian to conduct a manifestation determination which becomes part of the IEP. Relevant team members include: Parent/Guardian, General Education Teacher, ESE Teacher/Service Provider, ESE Resource Compliance, Behavior Specialist, School Psychologist, School Social Worker, School Counselor, School Administrator – LEA, Student (when appropriate).

The procedures apply to students who:

- Have an IEP
- Are in the MTSS process and are suspected of having a disability
- Parents or school staff has expressed a concern for behavior or academic performance to the appropriate school staff or the LEA.

The procedures do not apply to students who:

- Are determined *not* to be eligible for exceptional educational services.
- Are determined by the IEP team to be eligible for exceptional educational services but their *parent/ legal guardian refused consent* to the implementation of the services.
- Have been deemed eligible and have received services on the IEP and their parents have subsequently *revoked consent* and have received in writing the consequences of the revocation on disciplinary actions.
- Behaviors have not warranted a referral for ESE services and their parents have not requested services or evaluation prior to the removal.

Students with disabilities are expected to comply with the code of student conduct; however, there are special rules related to suspensions, alternative placements and expulsions. The special rules are as follows:

- Students with disabilities may not be suspended from school for a more than a total of

10 school days during the school year because it constitutes a change in placement decision which can only be made by an IEP team.

- ❖ An in-school suspension is not counted towards these 10 school days as long as the students IEP services/504 plan is being implemented during the in-school suspension.
- ❖ School staff is encouraged to use alternative means of disciplinary actions rather than out of school suspensions, such as Saturday school, in school suspensions, detentions or exclusion from extra-curricular activities.
- ❖ Bus suspensions must be included in the 10 days of suspension for students who have "special transportation" as a service in their IEP if they do not come to school during the bus suspension, therefore do not receive their special education services.
- ❖ If a student is sent home early, this must be counted as a day of suspension regardless of the time the student leaves.

Manifestation Determination Meeting

The manifestation meeting must include:

- ❖ General education teacher
- ❖ Special education the teacher
- ❖ LEA
- ❖ Parent/Guardian
- ❖ Any staff with pertinent information is recommended to attend such as the School Counselor, Dean, student support personnel, Assistant Principal
- ❖ Behavior Specialist
- ❖ School Psychologist or Student Support Specialist
- ❖ Parent may choose to bring an advocate

The meeting notice provides the parent with the reason for the meeting and who will be invited to attend the meeting. The meeting must be convened within 10 days of the disciplinary removal.

A Records review must be done as indicated on the form.
The team must also consider the:

- ❖ Results of recent assessments
- ❖ Observations by teacher/ school staff
- ❖ Information supplied by the parents
- ❖ Students IEP
- ❖ Nature of the student's disability
- ❖ Extent to which the student's behavior can be attributed to the disability

If the IEP team answers *"NO"* to the Key Questions they must:

- ❖ Subject the student to the same disciplinary procedures as a non-disabled student.
- ❖ Provide the student special education and related services during the period of removal. To the extent that they make progress towards their goals/ as well as general education standards.
- ❖ Provide the parent with a copy of the meeting paperwork which will include prior written notice.
- ❖ If the parent challenges the manifestation decision the student remains in the Interim Alternative Education Setting (IAES) until the Administrative Law Judge (ALJ) rules the student be returned or the 45-day removal has been completed.

If the IEP team answers *"YES"* to the Key Questions they must:

- ❖ Conduct a functional behavior assessment (FBA) and implement a positive behavior intervention plan (BIP) or Review/revise current FBA and BIP
- ❖ Return the student to the educational setting from which he/she came.

If the manifestation is based on the failure to implement the IEP appropriately then the LEA must review the services and conduct fidelity checks to ensure the services are provided in compliance with the IEP and there is not a failure to provide FAPE. If there is a failure to provide FAPE then compensatory services may be needed.

If the team suspects another disability may be impacting the student's behavior or education, then the MTSS process must be implemented.
If data indicates that the student may benefit from a more restrictive setting, see the Change in Placement Procedures.

Drugs, Weapons and Serious Bodily Injury

***Drugs**

Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or V in §202(c) of the Controlled Substances Act, 21 U.S.C. 812(c) and §893.02(4), Florida Statutes. *Illegal drug* means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substance Act, 21 U.S.C. 812(c) or under any other provision of federal law.

***Serious Bodily Injury**

Means bodily injury that involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

***Weapon**

Means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing, death or serious bodily injury, except that such term does not include a pocket knife with a blade that is less than two and one half inches in length.

*Taken from the definitions found in the *Procedural Safeguards for Parents of Student with Disabilities*.

When a student with a disability commits one of these infractions a manifestation determination meeting needs to be conducted.

- If the behavior is a manifestation of the disability, then the student can be removed to the IAES for not more than a 45-d placement
- If the behavior is not a manifestation then the student with a disability can be treated the same as their non-disabled peer and can be removed for the same amount of time a non-disabled student would be removed, however during the length of the removal special education and related services must be provided to ensure the student receives FAPE.

A student with a disability cannot be expelled from school without services.

Family Empowerment Scholarship for Students with Unique Abilities

This branch of the Family Empowerment Scholarship Program is designed to offer families of students with disabilities, as young as 3 years of age, access to additional education options. Families may choose to enroll their student in another public school, or they may choose to take the opportunity to receive a personal education savings account (ESA) for their student. With an ESA, instead of having their child attend a public school, parents receive a deposit of public funds into government-authorized savings accounts with restricted, but multiple, uses. An ESA can be used to fund not only items such as private school tuition and fees, but also online learning programs, private tutoring, community college costs, higher education expenses and other approved customized learning services and materials. Families apply and annually renew for participation in FES UA through one of the approved SFOs, which are responsible for determining eligibility, awarding and distributing funding to eligible student accounts, and approving eligible expenditures.

Family Empowerment Scholarship for Students with Unique Abilities FAQ Sheet

https://www.fldoe.org/core/fileparse.php/18766/urlt/FES-UA-FAQs.pdf

Step Up for Students Website

Waiver of Statewide, Standardized Assessment Results

Section 1008.22(3)(c)1., Florida Statutes (F.S.), requires that school districts provide instruction to prepare students with disabilities to demonstrate satisfactory performance in the core content knowledge and skills necessary for successful grade-to-grade progression and high school graduation. Assessment results may be waived under specific circumstances for students with disabilities for the purpose of receiving a course grade or a standard high school diploma

To be considered for a statewide, standardized assessment results waiver, the following criteria must be met:

- The student must be identified as a student with a disability.
- The student must have an individual educational plan (IEP).
- The student must have taken the statewide, standardized assessment with appropriate allowable accommodations at least once.
- In accordance with s. 1008.22(3)(c)2., F.S., the IEP team must make a determination of whether a statewide standardized assessment accurately measures the student's abilities, taking into consideration all allowable accommodations for students with disabilities.

The IEP team may meet at any time to:

- Verify that the criteria have been met
- Document the team's determination and information analyzed in making the decision

Eligibility for Waivers:

- Any student who has a disability as defined in s. 1007.02, F.S.:
- The term "student with a disability" means a student who is documented as having an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; an emotional or behavioral disability; an orthopedic or other health impairment; an autism spectrum disorder; a traumatic brain injury; or a specific learning disability, including, but not limited to,

dyslexia, dyscalculia, or developmental aphasia.

- ❖ A student who is determined to be a student with a disability after the administration of a statewide, standardized assessment.
- ❖ Middle school and High school students earning a course grade or a standard high school diploma

Not Eligible for Waiver:

- ❖ Student solely determined eligible as a student with a disability through the hospital/homebound program.
- ❖ Any Elementary students including third grade student intending to avoid retention.

Waiving the Florida Alternate Assessment (FAA)

Students who are assessed through the FAA or FSAA must complete a portfolio of quantifiable evidence of achievement. The portfolio must include a listing of courses the student has taken, grades received, student work samples and other materials that demonstrate growth, improvement and mastery of require course standards. Rule 6A-1.09963(3)(d), F.A.C.

Parent Notification/Approval

Parents and students should be notified during IEP meetings of the criteria to be considered for the waiver process. Parents must approve of the waiver according to Section 1003.4284(11) F.S and sign the waiver form. Approval must be noted in the Conference Notes of the IEP.

Prior Written Notice

Prior Written Notice is required when the school district:

- ❖ Proposes to initiate or change the identification, evaluation, educational placement or provision of a free appropriate public education (FAPE) to their child, or
- ❖ Refuses to initiate or change the identification, evaluation, educational placement or provision of a free appropriate public education (FAPE) to their child.

If the current IEP represents a change of placement/change of FAPE from the previous IEP, or the district refused to make a change that the parent requested, the parent received appropriate prior written notice. 34 CFR §300.503

Parents should also receive prior written notice a reasonable time before the school plans to take (or refuses to take) actions related to the provision of FAPE to a student. If the parent was not at the IEP meeting where changes were discussed and agreed upon by the IEP team, there must be a reasonable delay of no less than 10 days before the change can be implemented.

Examples of When Prior Written Notice is REQUIRED:

Evaluation/reevaluation

- ❖ Consent for evaluation
- ❖ Student is found to be ineligible for an additional service
- ❖ Refusal of a parent request to complete evaluation or reevaluation.
- ❖ Refusal to provide an independent educational evaluation (IEE). This must be referred to the Director of ESE prior to refusal for review.

Identification

- ❖ Initial classification identification
- ❖ Change in classification identification
- ❖ Termination/Dismissal of classification identification

Placement

- ❖ Initial placement determination
- ❖ Change in least restrictive environment along the continuum of placement alternatives
- ❖ Refusal of a parent request to change a placement
- ❖ Change in placement due to parental placement of a student with a disability in a residential facility for non-educational reasons
- ❖ Change in placement due to disciplinary reasons, including when initiating a 45-day placement to an interim alternative educational setting (IAES) for special disciplinary circumstances
- ❖ *Provision of FAPE*
- ❖ After IEP has been proposed by the LEA
- ❖ After IEP addendum without a meeting (see amendment procedures)
- ❖ Refusal to provide a specific instructional methodology requested by the parent (e.g., Lindamood-Bell)
- ❖ Change in services
- ❖ Change in accommodations/modifications
- ❖ Changes in transportation arrangements that are required for provision of FAPE
- ❖ Change in method of assessment (changes from district/statewide assessments to alternative assessment method or vice versa, change in alternative assessment method, and any exemption from district/statewide assessments)
- ❖ Provision of "comparable services" when a student transfers into an LEA
- ❖ Graduation with Standard or Advanced Diploma
- ❖ Termination of services

Other

- ❖ Refusal to convene IEP team meeting after parental request
- ❖ Revocation of parental consent
- ❖ Refusal to provide services to a student who is parentally placed in a private school when the parent requests services that are not provided under what the LEA previously determined to be the "equitable services" that would be provided to such students

- ❖ Transfer of rights at age of majority

Examples of When Prior Written Notice Is NOT REQUIRED:

***Generally**:*

- ❖ Child study activities
- ❖ General screenings
- ❖ Observations conducted for instructional purposes as part of daily activities and related service provider interactions
- ❖ Administration of district/statewide assessments
- ❖ Evaluating progress on annual goals
- ❖ Use of intervention strategies
- ❖ Granting of an independent educational evaluation (IEE)
- ❖ After each IEP meeting in a series of meetings
- ❖ Change in course schedule
- ❖ Change in classroom assignment
- ❖ Change in teacher assignment
- ❖ Change in school assignment that does not constitute a change in placement
- ❖ Short-term removals that do not result in change in placement or require the provision of IEP services
- ❖ Following meetings with parents that do not result in proposals/refusals related to evaluation/reevaluation, identification, placement, provision of FAPE (i.e., general meeting associated with discipline, academic performance, other school activities)

Instructional Materials

ESE Students Instructed on General Education Standards

All students require access to all instructional materials available to same grade typical peers. The standard materials for each course should be provided to ESE students K-12.

ESE Students Instructed on Access Points Standards

Students who are being instructed on Access Points standards as designated by their IEP should have access to materials for these courses. Teachers of students on Access Points will provide core instruction utilizing the adopted materials and like general education teachers, may supplement the core materials to meet student needs.

Grade Levels	Name of Curriculum Resource	Description
2-12	TeachTown EnCORE	Hands-on, teacher-led instruction and technology-facilitated lessons structured to flow through a gradual release of responsibility, guiding students from exposure to mastery. Teachers have the flexibility to structure their classrooms based on their student needs, technology, and Paraprofessional support. EnCORE is aligned to grade-level Access Point Standards, utilizes high-quality, differentiated literature and integrates technology for teaching children with various instructional needs.

2-12	Teachtown Basics	Virtual curriculum intervention computer program built on ABA principles. Designed to support continuity and intensity of instruction. Teachers program student IEP and learning goals into the student profile to guide instruction and collect IEP data for students.
2-12	Raz-Plus	Easy-to-use resources to build foundational skills to reading comprehension. Over 3,000 decodable texts and high-interest books leveled to 26 different Lexile Levels. Playful student portal for independent reading practice that students love.

Instructional Supports

Sample Models of Inclusion Elementary

Consultation
Purpose: To provide support to teachers who have students with disabilities (SWD) in their classrooms. This is for students who require little to no support from an additional educator being in the classroom. The SWD can achieve at grade level with accommodations and the typical support provided to neurotypical peers through T1 and T2 instruction. The ESE teacher or therapist meets with the general education teacher on a regular basis (weekly, monthly…) to assist with planning, implementation of instruction and accommodations. Documenting the meeting is essential.

Support Facilitation
Purpose: To provide support to teachers and SWD for a specific amount of time during the core instruction (ELA or math). This is for students who require support with independent work either academically or behaviorally. The ESE resource teacher/therapist participates in the instruction during a specific amount of time based on the needs of SWDs.

Coteach
Purpose: To provide support to teachers and SWD for the ENTIRE amount of time during core instruction, the full 90-minute ELA block or 60 minute Math block. This is for students who require significant accommodations or behavioral supports during direct instruction as well as independent work. Both teachers are assigned to the class. The entire roster is assigned to both teachers and together they are responsible for instruction and grading.

Structures that can be used during both Support Facilitation and Coteaching

Station/Center Teaching: Both teachers are at a station/center during differentiated small group instruction. Students should be grouped based on their instructional needs. Both teachers will work with a variety of students, SWD and non SWDs during this time.

Parallel Teaching: Each teacher is working with ½ the class on the same content, but in different ways. This typically happens for a short time during the direct instruction delivery of content. An example might be a vocabulary lesson.

Alternative Teaching: One teacher instructs most of the class and the other teacher is working with a small group on an alternate or modified version of the lesson. The small groups are put together based on student needs not identified disabilities and may change frequently.

Team Teaching: Both teachers are actively delivering content during whole group direct instruction. One teacher may be teaching while the other is writing notes, one teacher may be modeling the thinking process while the other is completing a problem on the board.

One Teach/One Assist: One teacher is teaching while the other is monitoring student behavior, redirecting students individually, or providing support to individual students with notetaking. This structure should NOT be the only method for providing support to students.

One teach/One observe: This is where one of the teachers is teaching and the other may be doing some observations of students collecting data on behavior or response to instruction. Should be the least used structure.

Sample Models of Inclusion Secondary

Consultation
Purpose: To provide support to teachers who have students with disabilities (SWD) in their classrooms. This is for students who require little to no support from an additional educator being in the classroom. The SWD can achieve at grade level with accommodations and the typical support provided to neurotypical peers through T1 and T2 instruction. The ESE teacher or therapist meets with the general education teacher on a regular basis (weekly, monthly…) to assist with planning, implementation of instruction and accommodations. Documenting the meeting is essential.

Support Facilitation
Purpose: To provide support to teachers and SWD for a specific amount of time during the core instruction
(Language Arts, Math, Science, or Social Studies). This is for students who require support with independent work either academically or behaviorally. The ESE teacher/therapist participates in the instruction during a specific amount of time based on the needs of SWDs.

Coteach
Purpose: To provide support to teachers and SWD for the ENTIRE period every day during core instruction. This is for students who require significant accommodations or behavioral supports during direct instruction as well as independent work. Both teachers are assigned to the class. The entire roster is assigned to both teachers and together they are responsible for instruction and grading of all students.

Structures to be used during both Support Facilitation and Coteach

Station/Center Teaching: Both teachers are at a station/center during differentiated small group instruction. Students should be grouped based on their instructional needs. Both teachers will work with a variety of students, SWD and non SWDs during this time.

Parallel Teaching: Each teacher is working with ½ the class on the same content, but in different ways. This typically happens for a short time during the direct instruction delivery of content. An example might be a vocabulary lesson.

Alternative Teaching: One teacher instructs most of the class and the other teacher is working with a small group on an alternate or modified version of the lesson. The small groups are put together based on student needs not identified disabilities and may change frequently.

Team Teaching: Both teachers are actively delivering content during whole group direct instruction. One teacher may be teaching while the other is writing notes, one teacher may be modeling the thinking process while the other is completing a problem on the board.

One Teach/One Assist: One teacher is teaching while the other is monitoring student behavior, redirecting students individually, or providing support to individual students with notetaking. This structure should NOT be the only method for providing support to students.

One teach/One observe: This is where one of the teachers is teaching and the other may be doing some observations of students collecting data on behavior or response to instruction. Should be the least used structure.

Early Learning Classroom Descriptions

EPK Intensive

Children placed in this classroom have been identified as needing support to address significant delays in two or more of the following areas: cognition, communication, social interaction, behavior, functional self-care skills. EPK Intensive classrooms are taught by a certified teacher.

This classroom will utilize a structured teaching approach that uses visual supports, schedules, and routines to provide instruction on a student's IEP goals/objectives and to assist with scaffolding curriculum and instruction. Strategies to support behavior, communication, and sensory needs will be incorporated into daily instruction as deemed necessary. The curriculum focus will be on instruction in communication, independent functioning, social skills, and pre-academic skills. The curriculum will also aim for kindergarten readiness. Moderate to maximal adult support is provided based on the student's individual strengths and areas of need. Therapies deemed necessary on a student's IEP may be provided within the classroom setting or in a small group pull out session in a therapy room.

This highly structured classroom will aim to keep a lower student-to-teacher ratio that aligns with current research for children displaying deficits in cognition, communication, social interaction, behavior, and functional self-care skills. The teacher, therapist(s), and any support personnel should work collaboratively to show progress towards a student's IEP goals/objectives.

EPK

Children placed in this classroom have been identified as needing support to address moderate to significant delays in two or more of the following areas: physical, adaptive behavior, social-emotional, cognitive, and/or communication. EPK classrooms are taught by a certified teacher.

This classroom will utilize scaffolded instruction to assist students with meeting the developmental standards. Strategies to support behavior, communication, and sensory needs will be incorporated into daily instruction as deemed necessary. Visual supports, schedules and routines may be used to support instruction on a student's IEP goals/objectives. Moderate

to maximal adult support is provided based on the student's individual strengths and areas of need. Therapies deemed necessary on a student's IEP may be provided within the classroom setting or in a small group pull out session in a therapy room. The teacher, therapist(s), and any support personnel should work collaboratively to show progress towards a student's IEP goals/objectives.

IPK

An integrated classroom is a setting where students with disabilities learn alongside peers without disabilities. Children placed in the integrated classroom have been identified as needing support to address mild to moderate delays in one or more of the following areas: physical, adaptive behavior, social-emotional, cognitive, and/or communication. IPK classrooms are taught by a certified teacher and the classroom.

The curriculum in this classroom will focus on kindergarten readiness skills. This classroom will utilize scaffolded instruction to assist students with IEPs to meet the developmental standards and prepare them for kindergarten. Strategies to support behavior, communication, and sensory needs will be incorporated into daily instruction as deemed necessary. Visual supports, schedules and routines may be used to support instruction on a student's IEP goals/objectives. Mild to moderate adult support is provided based on student's individual strengths and areas of need. Therapies deemed necessary on a student's IEP may be provided within the classroom setting or in a small group pull out session in a therapy room. The teacher, therapist(s), and any support personnel should work collaboratively to show progress towards a student's IEP goals/objectives.

For additional information call
The Early Learning and Family Support Evaluation Center at 941-721-2300.

Best Practice Classroom Structures for Self-Contained Classrooms

Classrooms for Students with Intellectual Disabilities

Classroom Description

Classrooms are multi-age/multi-grade. Schools with more than one classroom for students with Intellectual Disabilities may have classrooms divided by grade, subject area or by ability level. Classrooms are typically allocated one teacher and one classroom aide/paraprofessional.

Classroom Environments

Classrooms provide visual supports at a variety of symbolic functioning levels. Classrooms have well defined visual boundaries and room arrangements that support whole group, small group and individual workstations. Classrooms follow predictable routines and clear expectations.

Scheduling and Instructional Activities

Daily schedules for students and staff are clearly posted and include assignments/tasks, locations, and activities. Academic instruction is provided on Access Points as described on CPALMS as indicated on each child's Individualized Education Plan. Academic and social skills instruction is provided whole group, small group and individually. Manipulatives, hands on activities, prompting, visual supports, assistive technology, and community-based instruction may be utilized. If Independent Functioning is on the students' IEP, the student will receive direct instruction in daily living skills which may include money concepts, time concepts, independent living skills, self-care and hygiene, community access, leisure activities, and vocational training. Language acquisition and communication in many forms is encouraged and skills are taught in the context of naturally occurring activities and daily routines. Therapists and instructional staff use a transdisciplinary approach, working together to increase generalization of skills across settings.

Behavior

Sensory breaks are provided throughout the school day. Rooms typically include a break area. Positive reinforcement is frequently provided with intention and approximations are rewarded. Individualized Behavior Intervention Plans are used for students for whom plans have been developed.

InD Classroom Look Fors

ENVIRONMENTAL ARRANGEMENT
❖ Room arrangement has clearly defined visual boundaries for specific activities, always allows for supervision of all students; and prevents or minimizes problem behaviors.
❖ Classroom environment has accessible bathrooms that can meet the needs of all students.
❖ Visual supports are at the correct level of symbolic functioning, and are used to enhance predictability, facilitate transitions, and help convey expectations.
❖ Materials and furniture are age appropriate.
❖ Physical space is flexible to accommodate students' unique needs as well as a variety of learning activities.
❖ Implements safety preventive measures (e.g., socket covers, toxic materials locked away, chords, wires and tripping hazards eliminated)
SCHEDULING, ACTIVITIES, AND INTENSITY
❖ A staff schedule showing staff and student assignments, locations, and activities, is prominently posted and being followed.
❖ A daily classroom schedule is posted at student level, is visible and appropriate for students' level of symbolic functioning and is used throughout the day.
❖ Schedule and activities reflect appropriate distribution of curriculum for the age, level and individual needs of students in the classroom.
❖ Schedules reflect a variety of learning formats for each student, including 1:1 instruction, small group, large group, independent work, and social

interaction/leisure options.
❖ Individual schedules are at child level and are being used correctly.
❖ Large group transitions are infrequent and supported by environmental arrangement and scheduling.
❖ Puts supports in place (e.g., communication devices, visuals, manipulatives, graphic organizers)
❖ Activities are language-based, and staff encourage commenting, asking and answering questions; staff create opportunities to promote communication between students.
❖ Students remain actively engaged in learning opportunities throughout observation, with no more than 2 minutes down time.
❖ During 5-minute observation, staff interact with each student at least once to teach or promote learning.
INSTRUCTION AND INTERACTION
❖ Communication directed to students is clear and relevant, appropriate to language ability, grammatically correct and presents opportunities for dialogue (rather than being largely directive).
❖ Incorporates the principle of Universal Design for Learning Provides flexible means of: ❖ Engagement (e.g., using tangible reinforcement to leverage new learning) ❖ Representation (e.g., communication devices, visuals, manipulatives, graphic organizers) ❖ Action and expression (e.g., core language, permanent products expressed through pictures, eye gaze, assistive technology)
❖ During instruction, staff deliver instructional cues clearly, prompt as needed, and reinforce correct responses or deliver error correction as needed.
❖ Inter-staff communication is respectful of students and limited in content to classroom issues and instruction. Confidentiality of students is preserved.
❖ All classroom staff are involved in delivering instruction, including during out- of- classroom activities (lunch, recess, CBI).

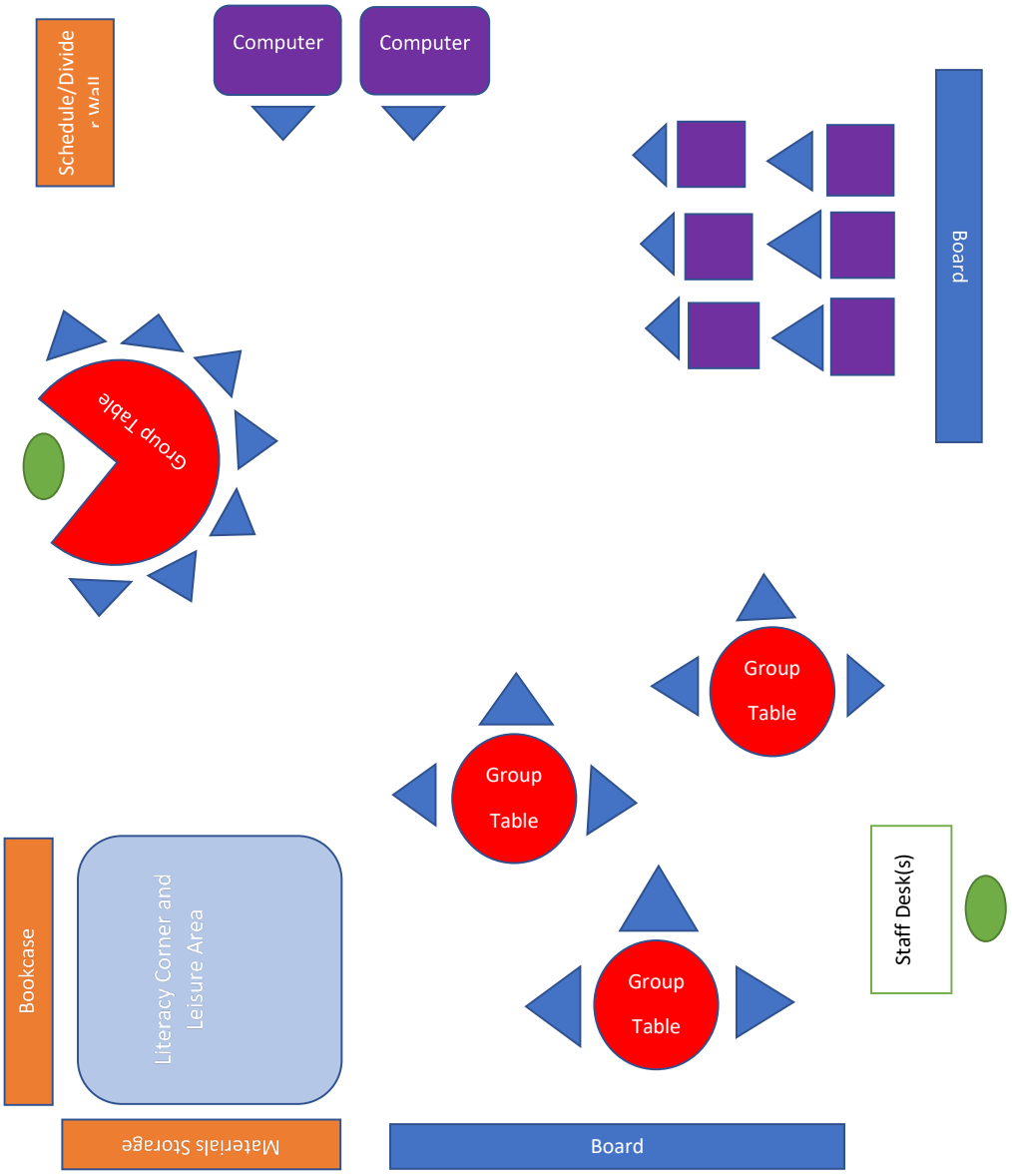
❖ All classroom staff can state IEP objectives being worked on for each student when asked.
❖ Delivers clear instructional cues using student mode of receptive communication.
❖ Instruction pace promotes high rates of correct responding and uses appropriate schedules of reinforcement.
❖ Instruction is individualized, incorporates natural and individualized reinforcers, and encourages spontaneous use of skills in different settings
❖ Demonstrates prompting hierarchy with students that promotes independence and preserves dignity.
❖ Skills are taught in the context of naturally occurring activities and daily routines.
❖ Makes sure lesson design incorporates students' mode of communication (communication devices, ACC) to develop language.
❖ Data are collected during instructional activities for each student; data are tracked, summarized and reported and brought to student study/IEP meetings.
❖ Daily communication with parents is informative, positive and non-judgmental.
CORE CURRICULUM AREAS
❖ Staff create many opportunities for spontaneous use of communication skills, and foster communication through a variety of instructional approaches.
❖ Use of Augmentative and Alternative Communication (AAC) devices or Picture Exchange Communication Systems (PECS) or sign language for students using these supports is encouraged in all situations, and students are not denied access to their communication systems.
❖ Behavior problems are minimized by using choices, clear expectations and positive reinforcement.
❖ Students displaying behavioral difficulties have an individualized behavior plan or have been referred for a Functional Behavior Assessment (FBA).
❖ Opportunities for meaningful interaction and friendships with non-disabled peers are provided. Social skills instruction is planned and

supported by staff.
❖ Learning goals are evident to students and instructor, and are represented using object, picture, icon, word, and/or sentence.
❖ Ensures that a link between the activity and the learning goal is evident (e.g.' the activity may be cooking, but the learning goal is to accurately measure liquids and solids).
❖ Delivers directions in explicit, precise, and scaffolded steps.
❖ Uses strategies to promote attending to task (e.g., visual supports and response options)

Developed by FLDRs, Adapted for use in Manatee County

Sample InD Classroom Layout

Visuals and expectations are posted for each area.



Classrooms for Students with Autism

Classroom Description

Classrooms are multi-age/multi-grade. Schools with more than one classroom for students with Autism may have classrooms divided by grade or functional level. Classrooms are typically allocated one teacher and one classroom aide/paraprofessional.

Classroom Environments

External organizational supports to address challenges with attention and executive functioning are used. Classrooms provide visual supports at a variety of symbolic functioning levels. Classrooms have well defined visual boundaries and room arrangements that support whole group, small group and individual workstations. Classrooms follow predictable routines.

Scheduling and Instructional Activities

Visual and/or written information to supplement verbal communication is present in the classroom. Daily class schedules and/or individual schedules for students and staff are clearly posted and include assignments/tasks, locations, and activities. Academic instruction is provided on either the Florida State Standards or the Access Points as indicated on each child's Individualized Education Plan. Academic and social skills instruction is provided whole group, small group and individually. A prompting (gestural, verbal, physical) hierarchy is used with students to model skills and to promote independence. Language acquisition and communication are encouraged and skills are taught in the context of naturally occurring activities and daily routines. Verbal communication, AAC devices, PECS, and/or sign is used. Communication is encouraged and structured support for communication is provided based on the individual needs of students. Therapists and instructional staff use a transdisciplinary approach, working together to increase generalization of skills across settings.

Behavior

Sensory breaks are provided throughout the school day. Rooms typically include a break area. Individualized Behavior Intervention Plans are used for students for whom plans have been developed. Positive reinforcement is frequently provided with intention and approximations are rewarded.

ASD Classroom Look Fors

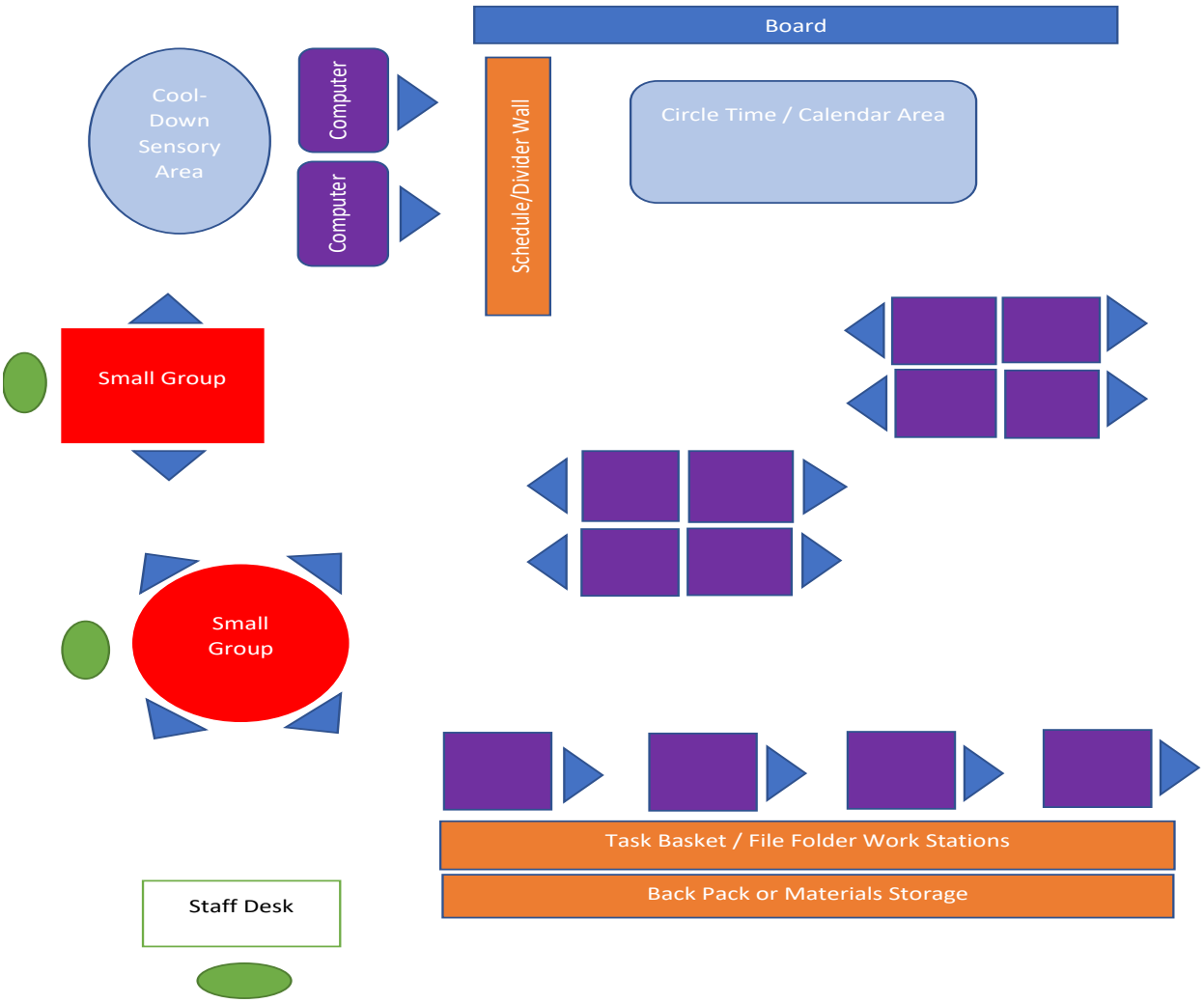
❖ ENVIRONMENTAL ARRANGEMENT
❖ Room arrangement has clearly defined visual boundaries for specific activities, always allows for supervision of all students; and prevents or minimizes problem behaviors.
❖ Visual supports are at multiple levels of symbolic functioning (pictures, words, and/or phrases), and are used to enhance predictability, facilitate transitions, and help convey expectations.
❖ Materials and furniture are age appropriate.
❖ Individual workstations are arranged left-right or top-bottom, and tell how much work, what work, when finished, and what's next. Materials in workstations are varied from day to day and are educationally and functionally related to student IEPs.
❖ SCHEDULING, ACTIVITIES, AND INTENSITY
❖ A staff schedule showing staff and student assignments, locations, and activities, is prominently posted and being followed.
❖ A daily classroom schedule is posted at student level, is visible and appropriate for students' level of symbolic functioning and is used throughout the day.
❖ Schedule and activities reflect appropriate distribution of curriculum for the age, level and individual needs of students in the classroom.
❖ Schedules reflect a variety of learning formats for each student, including 1:1 instruction, small group, large group, independent work, and social interaction/leisure options.
❖ Individual schedules are at child level and are being used correctly.
❖ Large group transitions are infrequent and supported by environmental arrangement and scheduling.
❖ Each group activity monitored by staff.
❖ Activities are language-based, and staff encourage commenting, asking and answering questions; staff create opportunities to promote communication between students.

❖ Students remain actively engaged in learning opportunities.
❖ During 5-minute walk through, staff interact with each student at least once to teach or promote learning.
❖ INSTRUCTION AND INTERACTION
❖ Communication directed to students is clear and relevant, appropriate to language ability, grammatically correct and presents opportunities for dialogue (rather than being largely directive).
❖ Comments directed toward students follow a positive ratio (ie 7:1 instructive/positive comments to corrective comments).
❖ During instruction, staff deliver instructional cues clearly, prompt as needed, and reinforce correct responses or deliver error correction as needed.
❖ Inter-staff communication is respectful of students and limited in content to classroom issues and instruction. Confidentiality of students is preserved.
❖ All classroom staff are involved in delivering instruction, including during out of- classroom activities (lunch, recess, CBI).
❖ Instructional methods reflect the unique needs of students, and are grounded in research-based practices, including Discrete Trial Training, incidental teaching, and direct instruction.
❖ Instruction pace promotes high rates of correct responding and uses appropriate schedules of reinforcement.
❖ Instruction is individualized, incorporates natural and individualized reinforcers, and encourages spontaneous use of skills in different settings
❖ “Hands-on” contact with students promotes independence and preserves dignity.
❖ Skills are taught in the context of naturally occurring activities and daily routines.
❖ Students with slow rates of learning are provided intensive levels of instruction, including daily one-on-one instruction sessions.

❖ Data are collected during instructional activities for each student; data are tracked, summarized and reported and brought to student study/IEP meetings.
❖ Daily communication with parents is informative, positive and nonjudgmental.
❖ CORE CURRICULUM AREAS
❖ Staff create many opportunities for spontaneous use of communication skills, and foster communication through a variety of instructional approaches.
❖ Use of Augmentative & Alternative Communication (AAC) devices or Picture Exchange Communication Systems (PECS) or sign for students using these supports is encouraged in all situations, and students are not denied access to their communication systems.
❖ Behavior problems are minimized by using choices, clear expectations and positive reinforcement (ie: First/Then, Choice Boards, Token Boards, etc.).
❖ Students displaying behavioral difficulties have an individualized behavior plan or have been referred for a Functional Behavioral Assessment (FBA).
❖ Opportunities for meaningful interaction and friendships with non-disabled peers are provided to the extent possible. Social skills instruction is planned and supported by staff.
❖ Curriculum and schedule reflect an emphasis on the core deficits of autism; activities emphasize social interaction skills with adults and peers, functional communication for all students, age-appropriate engagement, and maximizing independent functioning.

Developed by Florida's Centers for Autism and Related Disabilities (CARD), Adapted for use in Manatee County

Sample ASD Classroom Layout



Visuals and expectations are posted for each area.

Classrooms for Students with Emotional Behavioral Disabilities

Classroom Description

Classrooms are multiage/multi-grade. Schools with more than one classroom for students with Emotional Behavioral Disabilities may have classrooms divided by grade or functional level. Classrooms are typically allocated one teacher and one classroom aide/paraprofessional.

Classroom Environments

Classroom rules and behavioral expectations are clearly posted. Classrooms have well defined visual boundaries and room arrangements that support whole group, small group and individual workstations. Classrooms follow predictable routines and visual supports like timers, checklists, and other scheduling supports are used.

Scheduling and Instructional Activities

Academic instruction is typically provided on the Florida State Standards. Academic and social skills instruction is provided whole group, small group and individually. Social skills instruction is explicitly provided through direct instruction. Social skills lessons are planned as well as provided in natural contexts throughout the day.

Behavior

Sensory breaks are provided throughout the school day. Rooms typically include a break area. Individualized Behavior Intervention Plans are used in addition to the classroom level system. Positive reinforcement is consistently and frequently provided with intention. Student approximations are rewarded. Classroom staff, therapists and behavior specialists collaborate regarding the whole class and individual students.

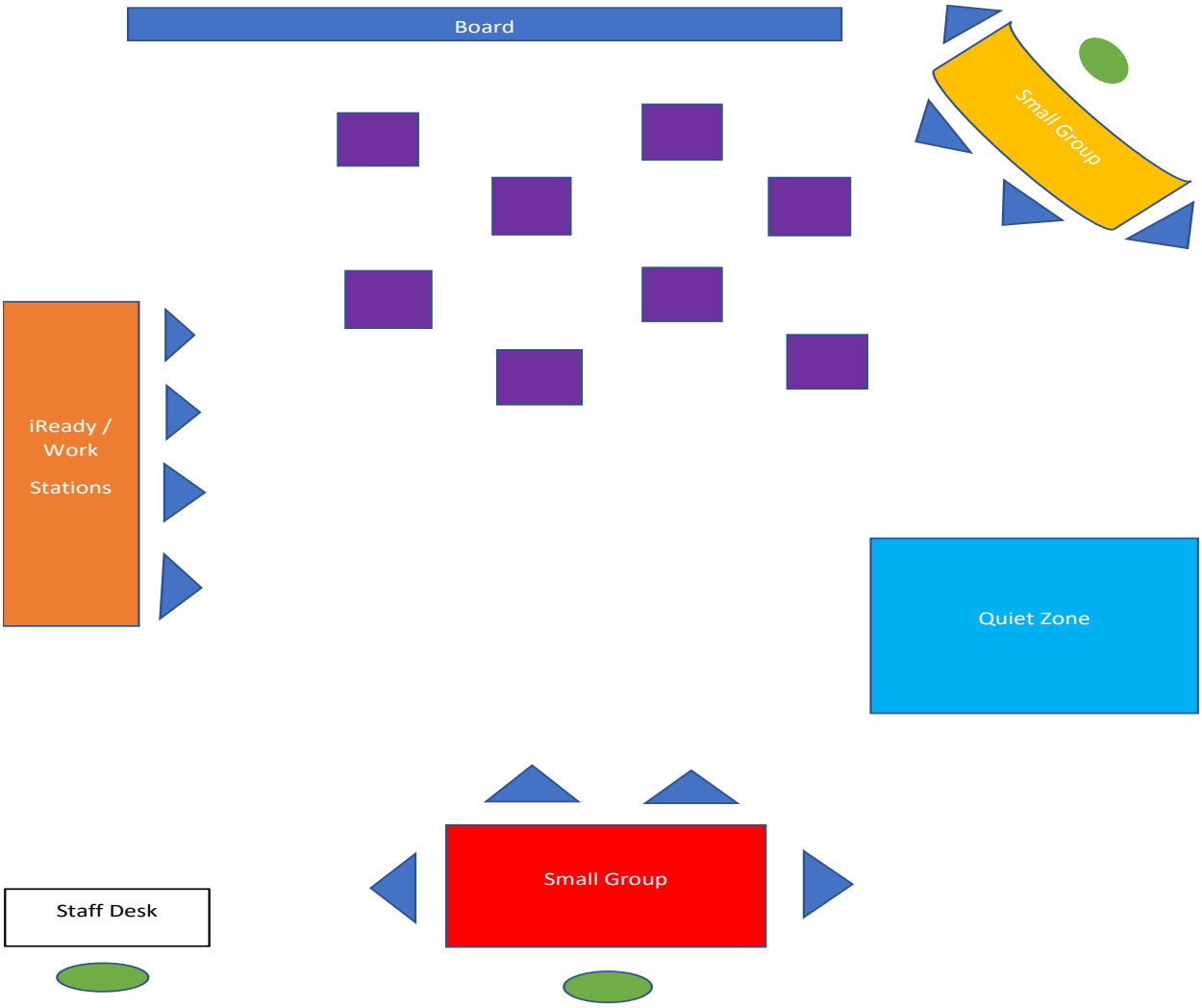
EBD Classroom Look Fors

❖ ENVIRONMENTAL ARRANGEMENT
❖ Material organized and accessible, but unnecessary and distracting items are removed from view and reach.
❖ Students have secure and adequate spaces for personal storage.
❖ Furniture is arranged to decrease traffic follow challenges.
❖ Instructional areas of the classroom have clear, visual boundaries for students.
❖ Rules and procedures are written and/or illustrated, posted and referred to frequently.
❖ SCHEDULING, ACTIVITIES, AND INTENSITY
❖ A staff schedule showing staff and student assignments, locations, and activities, is prominently posted and being followed.
❖ A daily classroom schedule is posted at student level, is visible and appropriate for students' level of symbolic functioning and is referred to throughout the day with attention given to transition times.
❖ Schedules reflect that the majority of time is spent on active learning activities, with little or no unstructured downtime.
❖ INSTRUCTION AND INTERACTION
❖ All classroom staff use a variety of teaching methods and are involved in instructional activities.
❖ Classroom paras/aids/assistances are actively involved with students in a manner that promotes independence, learning and positive interactions with peers in a variety of activities.
❖ All students remain actively engaged in relevant learning opportunities.
❖ Lesson objectives, materials, methods and accommodations used are varied and appropriate based on students' individual needs.
❖ During instruction, staff deliver instructional cues clearly, prompt students as needed, and reinforce correct responses or deliver error correction as needed following a positive ratio (ie 4:1 instructive/positive

comments to corrective comments). Corrective feedback when needed is provided promptly and positively.
❖ Checks for student understanding are conducted frequently after directions are delivered and while tasks are being completed.
❖ Appropriate lengths of time are provided for assignments.
❖ Students are provided with opportunities to make choices within/across tasks or assignments.
❖ During instruction, staff deliver instructional cues clearly, prompt as needed, and reinforce correct responses or deliver error correction as needed.
❖ Inter-staff communication is respectful of students and limited in content to classroom issues and instruction. Confidentiality of students is preserved.
❖ Instruction pace promotes high rates of correct responding and uses appropriate schedules of reinforcement.
❖ Instruction is individualized, incorporates natural and individualized reinforcers, and encourages spontaneous use of skills in different settings
❖ "Hands-on" contact with students is limited and serves to promote independence and preserves dignity.
❖ Social skills are explicitly taught in isolation and within the context of naturally occurring activities and daily routines.
❖ Communication with parents is informative, positive and nonjudgmental.
❖ Classroom Behavior System: A behavior system is developed and implemented to ❖ prevent or to address behavior problems in addition to Functional Behavior Assessments and Behavior Intervention Plans.
❖ A level system focusing on rewards/recognition for appropriate behavior is in place and understood by staff and students.
❖ There are specific criteria in place for earning reinforcers/rewards and are students aware of the specific criteria.
❖ Students are always eligible to earn age-appropriate reinforcers/rewards.

❖ Rewards that have been earned are not taken away/threatened to be removed.	Developed by Positive Behavioral Support Project, Adapted for use in Manatee County
❖ Consequences for rule violations are preplanned and commonly known to students and staff.	
❖ Consequences are delivered consistently, respectfully, and in a timely manner.	
❖ Students are reminded of their choices in a calm, positive manner prior to the escalation of a behavior.	
❖ Data are collected systematically throughout all activities for each student; data are tracked, summarized and reported and brought to student study/IEP meetings.	

Sample EBD Classroom Layout



Expectations are posted for each area.

What Supports and Materials May Look Like

Sample Visual Schedules and Visual Supports





Individual student schedules are used throughout the day. Schedules should be organized from top to bottom or from left to right. Students move each task over or into the "finished bin" as they complete each task. In some cases, student schedules are kept in individual folders or albums.



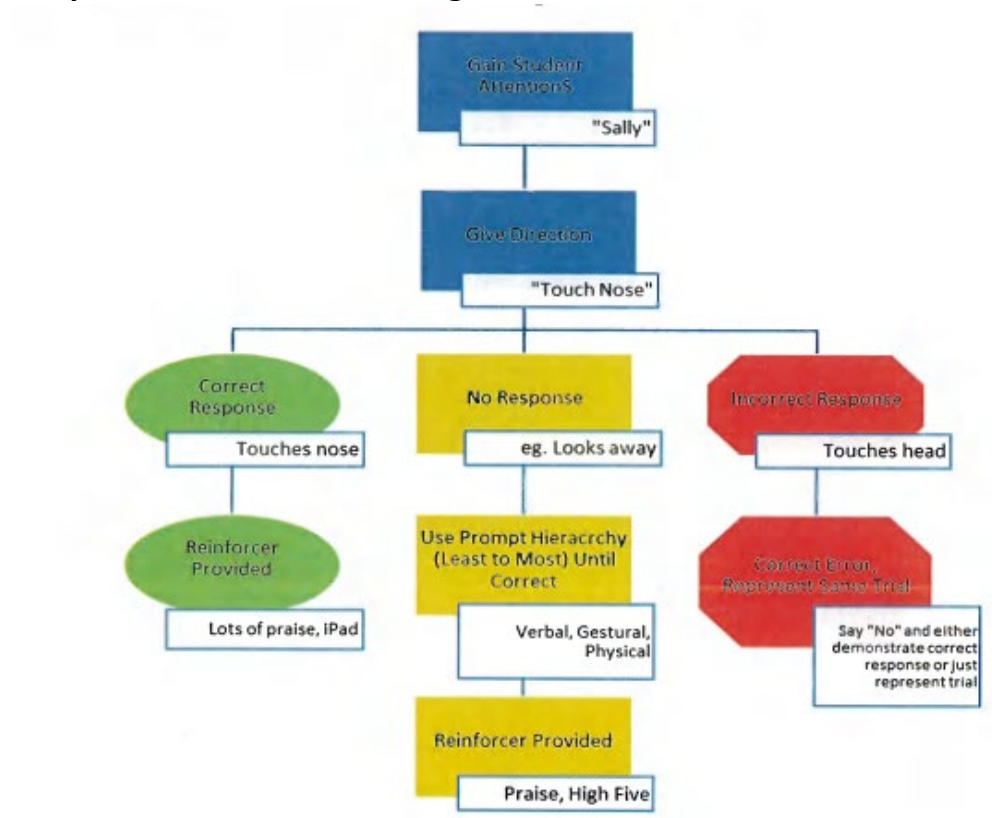
Procedures for daily living tasks are posted strategically around the room indicating the steps of the process for completing the tasks.

Sample Workstation Supports



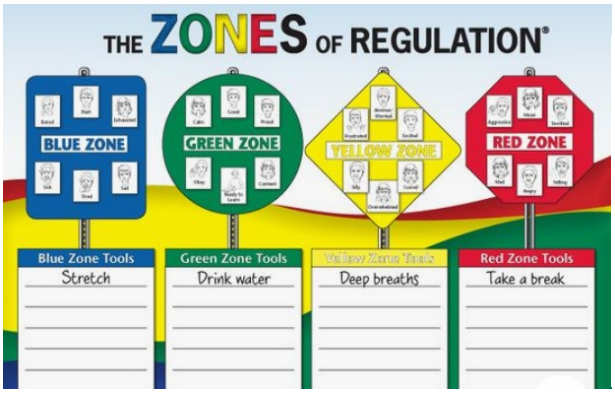
Task baskets and file folders are used for independent work practice. Work stations provide visual supports and cues.

Sample Discrete Trial Training Flow Chart



Sample Behavioral Systems and Supports

Staff should work to maintain and increase stable functioning through instruction in resiliency and the use of descalation strategies when needed to increase learning and to minimize the need for crisis intervention. Staff should focus primarily on prevention before a crisis occurs. Staff should be trained in Crisis Prevention, Crisis De-escalation, Crisis Intervention, and Post-Crisis Intervention.



PROFESSIONAL CRISIS MANAGEMENT ASSOCIATION
Helping Professionals • Changing Lives
Since 1981

Level systems are used as a classroom management technique that includes the principals of shaping with the end goal of student self-management. Most level systems have 4 levels with Level 1 being the most restrictive and Level 4 having the most privileges and are based on daily point sheets.

Key Components of Level Systems
Identify Target Behaviors and Develop Points Sheets
Develop a Time Frame for providing Feedback
Determine Point Value for each Target Behavior
Develop a Continuum of Levels
Determine how students will move up and down levels
Determine the reinforcers and privileges associated with each level
Determine when student have access to backup reinforcers
Determine how to keep track of points earned or spent
Develop a procedure to monitor student's progress and system evaluations

Sample Level System

Category	Level 4	Level 3	Level 2	Level 1 (Restriction)
Point Sheet Requirements	90% to 100%	80% to 89%	70%-79% This level is for beginning students	0-69%
Expectations	Complete all classroom assignments Participate in all classroom activities (examples: gym, social skills) Shows Safety Accepts Responsibility the majority of the time. Believes "I Can" Leads By Example Exchanges Mutual Respect	Complete all classroom assignments Participate in all classroom activities (examples: gym, social skills) Shows Safety Accepts Responsibility more often than not. Believes "I Can" Demonstrates respectful behavior	Complete all classroom assignments Participate in most classroom activities (examples: gym, social skills)	Students can be assigned at any time to this level if they demonstrate the following: 1. Physically aggressive 2. Damages school property 3. Verbally aggressive to staff or students 4. Leaving classroom without permission
Privileges	Pick Go Noodle for class First to Shop for Friday afternoon reward* • extra recess minutes • opt out of 1 assignment a week • first to shop on Friday May use computer during class breaks Note home or handmade certificate for first time making level 4	Friday afternoon reward* Shops after Level 4 students on Friday May use computer during class breaks Note home or handmade certificate for first time making level 3	Friday afternoon reward* Shops after Level 3 students on Friday	Last to shop on Friday*

*Rewards should be something teachers are willing to give and can be given consistently (ie: play a game, eat with staff, earn a privilege, offering no homework, etc.).

Items Commonly Found in Special Education Program Classrooms

Item(s)	Description/Use
Divider Panels with Cantilever Legs or **Colored Tape to Designate Spaces**	Used to divide spaces to create privacy around changing tables, to create cool down zones, and to minimize distractions
Balance Cushions, Wiggle Seats, or Sensory Disks	Used to increase students' physical stability, balance and concentration when sitting or standing May reduce fatigue or pain, may improve concentration
Puzzles	Used to improve fine motor skills and hand eye coordination Used to reinforce skills relating to colors, shapes, animals, and other concepts Used as reinforcement
Board Games	Used to provide instruction in practice in social skills and resiliency
Thinking Putty, Sensory Balls, Glitter Tubes	Used to improve fine motor skills and hand eye coordination Used to meet sensory needs in the classroom Used as reinforcement or to "cool down"
Visual Times	Used to facilitate whole group, small group and individual transitions

Communication Supports, Core Boards, Visual Schedules that can be rearranged using Velcro	Used to increase communication and to enhance understanding
File Folders Tasks and/or Task Baskets	Used to set up independent work to be done using visual cues reflecting: What work needs to be done? How much work needs to be done? How students know when they are finished? What to do next? Tasks vary greatly and can encompass a variety of purposes include (but not limited to): tracing, building sentences with Sight Word Sentence Strips, writing, matching or sorting (colors, shapes, objects, numbers), demonstrating math skills, and/ or daily living task.

Tips for Working with Paraprofessionals in the Classroom

- Plan to communicate constantly.
- Explicitly share your expectations.
- Tackle issues right away.
- Be clear about “free time.”
- Treat the para as an equal in the classroom. Your students will too.
- Listen to the para when they talk with you about a student. They see things you do not.
- Have regular meetings with your paraprofessional.
- Share important school information.
- Allow your aide to watch you model how you want them to work with students and discuss what they see.
- Provide the paraprofessional behavior information about students. If you want them to collect data, be specific and routine.
- Provide the paraprofessional academic/medical information about students.
- Teach the paraprofessional your behavior management and classroom routines.
- Explicitly share expectations about communication with parents.
- Utilize strengths and weaknesses.
- Offer professional development.

Sample Activities for Paraprofessionals

- Provide Small Group Instruction with Teacher Plans
- Facilitate student work stations.
- Collect data.
- Material preparation.
- Implement classroom routines.
- Implement behavior expectations.
- Work one to one with students for reinforcement.
- Assist with toileting needs.
- Assist with tube feeding.
- Assist with transitions in and out of the classroom.

Behavior Supports

What is the legal authority of functional behavioral assessments and behavioral intervention plans?

The IDEA Amendments (20 U.S.C. Chapter 33) reference functional behavioral assessment in Section 1414, “Evaluations,” and in Section 1415, “Procedural Safeguards.” Specifically, Section 1414(b)(2)(A) states that the local education agency (LEA) shall “use a variety of assessment tools and strategies to gather relevant functional and developmental information, including information provided by the parent, that may assist in determining whether the child is a child with a disability.”

Further, Section 1414(b)(2)(C) requires the use of “technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors” and (3)(D) “assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child.”

Section 1414(d)(3)(B)(i-v) addresses the role of the IEP team in considering special factors. Part (i) states that the practitioner should “in the case of a child whose behavior impedes his or her learning or that of others, consider, when appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior.”

Procedural safeguards are delineated in Section 1415. Specifically, Sections 1415(k)(1)(A)(i-ii) and (B)(i-ii) outline the requirements for placements in alternative educational settings, another setting, or suspension as a result of disciplinary action. Part (B)(i) and Part (B)(ii) state, “If the local educational agency did not conduct a functional behavioral assessment and implement a behavioral intervention plan for such child before the behavior that resulted in the suspension...the agency shall convene an IEP meeting to develop an assessment plan to address that behavior; or if the child already has a behavioral intervention plan, the IEP Team shall review the plan and modify it, as necessary, to address the behavior.”

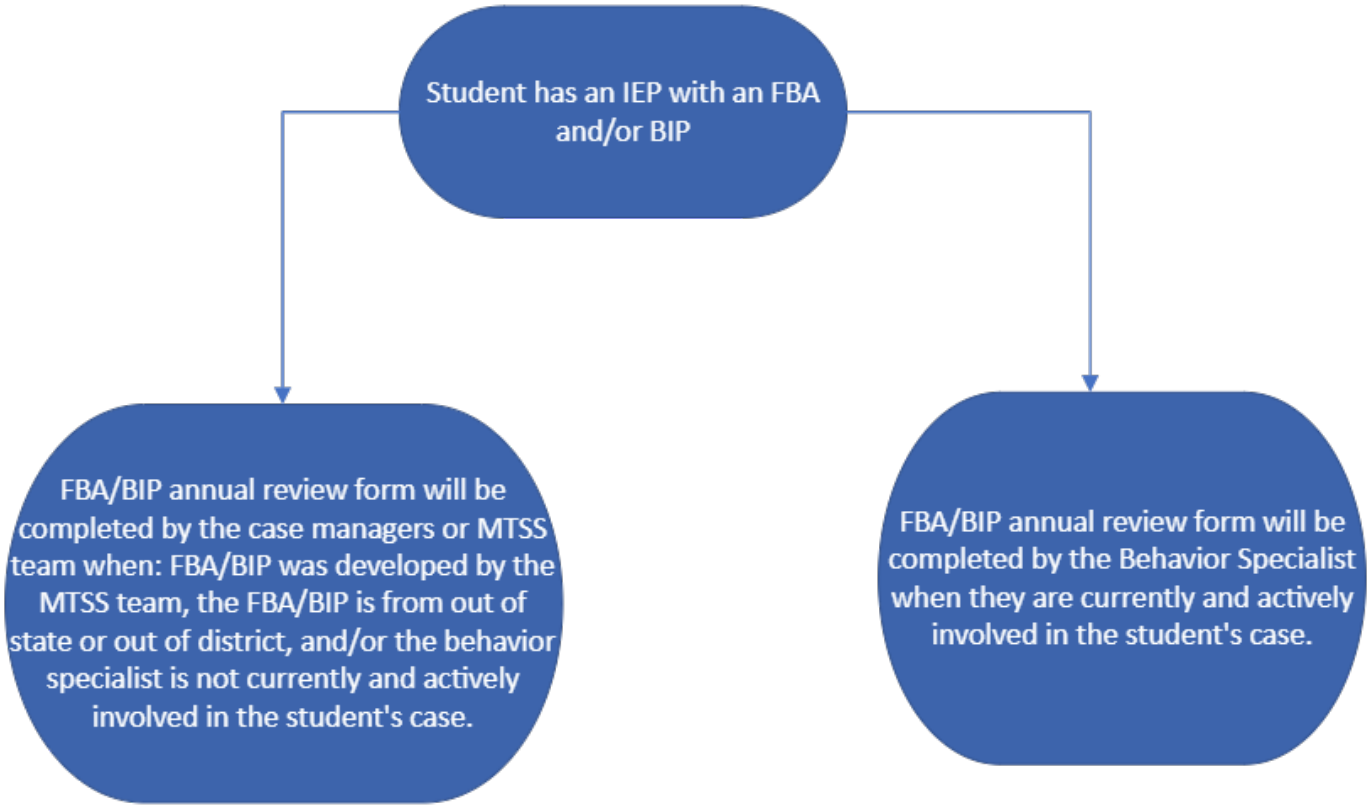
If a request is made by a family for an outside behavioral support provider to support a student at school, please contact the District Behavior Specialist Lead to facilitate the process.

Types of Support a Behavior Specialist Can Offer					
Modeling			Individual Support		
Implementation of Intensive BIPs De-Escalation Techniques Types Of Reinforcement Teacher-Developed Behavior Systems			Assess Response to Intensive BIP Analyze Progress Monitoring Data Refer to IST, If Needed Train Staff on New/Transitioning Students		
Unit	Physical Setting	Scheduling	Socialization	Classroom Behavior Support	Trainings
All	Preferential Seating Accessible Materials	Transition Routines Limit Downtime	Social Skills Teachable Moments Social Stories	Data Collection Expectations Taught/Visible/Practiced Systems For Positive & Negative Consequences for Behavior	Functions of Behavior Data Collection Effective Reinforcement Teaching Desired Behavior Building Relationships Influence of Task Difficulty
VE	Small Groups Individual Desks Calm Area	Class Visual Schedule	Friendships Coping/Frustrations Transitions To Gen Ed	Whole Class Reward System	Disability Awareness
ASD	Centers Physical Boundaries Sensory/Calm Area	Class And Individual Visual Schedules Rotation Procedure	AAC Facilitated Play/Social Routines Self-Advocacy	First-Then Token Boards	Spectrum of Behaviors for ASD Impact of Communication Deficits
IND	Centers Sensory/Calm Area	Class And Individual Visual Schedules	AAC Functional Skills Self-	First-Then	Down Syndrome

			Advocacy Skills Facilitated Play/Social Routines		
EBD	Calm Area Centers Physical Boundaries	Class Schedule	Relationship/ Rapport Building Coping	Level System Point Sheets	ODD ADHD OCD Trauma Gifted & EBD Anxiety/Depression

Annual Functional Behavior Assessment (FBA) and Behavior Intervention Plan (BIP) Review Flow Chart

See Appendix N for FBA/BIP Review Form



Appendix

Appendix A, Autism Spectrum Disorder Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA*	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA***	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. May be NA for PK Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			

IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
ASD 1	Behavioral observations were conducted by members of the evaluation team targeting social interaction, social communication skills, and restricted or repetitive patterns of behavior, interests or activities. Observer: _____ Observation Date: _____			
ASD 2	Social Developmental History was completed based on interview with parent or guardian.			
ASD 3	A comprehensive psychological evaluation was conducted that includes assessment of:			

	○ academic _____ ○ intellectual _____ ○ social-emotional and behavioral functioning _____ ○ at least one standardized instrument specific to autism spectrum disorder. _____		
ASD 4	Language evaluation that includes assessment of pragmatics (verbal and nonverbal) and social interaction components of social communication. An observation of the student's social communication must be conducted by an SLP. Observation Date: _____		
ASD 5	A standardized assessment of adaptive behavior (cannot be the BASC) must include input from the parent or legal guardian regarding their child's adaptive behavior.		
ASD	○ If behavioral concerns are present, a functional behavioral assessment is conducted to inform behavioral interventions on the IEP. ○ Or there is documentation by the problem solving team indicating that behavioral concerns are not present and that the team determined that a functional behavioral assessment is not recommended.		

Review Date(s): _____
Review Notes:
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ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:
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Appendix B, Developmental Delay Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, <u>existing</u> data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			

IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
DHH 1	An audiological evaluation was conducted. Date: _____			
DHH 2	An evaluation of developmental skills or academic achievement, including information on the student's academic strengths and weaknesses, was conducted.			
DHH 3	An evaluation of social development was conducted by a person with greatest opportunity to observe student behavior over time and in a variety of situations.			
DHH 4	An evaluation of expressive and receptive communication was conducted.			
DHH	An individual assessment of intellectual functioning, including comprehensive			

5	nonverbal or developmental scales if more appropriate for students under age seven, was conducted by school psychologist. Date: _____		

Review Date(s): _____
Review Notes:

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ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:

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Appendix C, Dual Sensory Impairment Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	**NA**	**Yes**	**No**
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. May be NA for PK Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, <u>existing</u> data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: o Intervention(s) align with identified area(s) of concern o Intervention(s) changed as needed through problem solving team o Implementation data/attendance evidence provided			

	○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
DSI 1	A medical eye exam describing the etiology, diagnosis and prognosis was conducted Date: _____			
DSI 2	An audiological exam was conducted			

	Date: _____		
DSI 3	Comprehensive assessment of skills known to be impacted by hearing and visual impairments to include: o functional hearing assessment o an assessment of social development o evaluation of receptive and expressive communication by a speech and language pathologist o functional vision evaluation and learning media assessment o and if appropriate, orientation and mobility assessment and sign language assessment, has been conducted.		
DSI 4	If available, a medical report from a physician licensed in Florida unless a report of medical examination from a physician licensed in another state is permitted describing the etiology or diagnosis of the student's medical condition that does, or has potential to, result in dual sensory loss. Physician: _____ Date: _____		

Review Date(s): _____
Review Notes:

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ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:

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Appendix D, Emotional Behavioral Disability Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, <u>existing</u> data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: o Intervention(s) align with identified area(s) of concern o Intervention(s) changed as needed through problem solving team o Implementation data/attendance evidence provided o Progress monitoring data provided and current *** May be NA for PK**			

IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
EBD 1	A functional behavioral assessment (FBA) was conducted. FBA Date: _____			
EBD 2	A scientific, research-based behavior intervention plan (BIP) was completed and was implemented with reasonable intensity and duration. BIP Date:_____			
EBD Manatee County	TATE Review was completed by Manatee County Behavior Specialist team earning a score of 90% or better. TATE Date: _____ TATE Score: _____			

	*** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		
EBD Manatee County	FOR BEHAVIOR RELATED CASES ONLY (ie. ADHD: inattentive or hyperactive) Fidelity Checklist: Must prove that 80% or better of the interventions in the Behavior Intervention Plan were implemented as written. Fidelity Checklist Date: _____ Fidelity Score:_____ Fidelity Checklist Date: _____ Fidelity Score:_____ *** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		
EBD 3	A social developmental history was compiled from a structured interview with the parent or guardian.		
EBD 4	A psychological evaluation was conducted that includes assessment procedures necessary to identify the factors contributing to the development of an emotional or behavioral disability.		
EBD 5	Educational data was reviewed, and an academic evaluation (test of achievement) was completed.		
EBD 6	If needed, a medical evaluation was conducted.		

Review Date(s): _____
Review Notes:

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ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:

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Appendix E, Intellectual Disability Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	**NA**	**Yes**	**No**
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, <u>existing</u> data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team			

	○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
InD 1	A standardized individual test of intellectual functioning was administered by psychologist. Date: _____ Assessment: _____ Scores: _____			

	Date: _____ Assessment: _____ Scores: _____		
InD 2	A standardized assessment of adaptive behavior that included input from the student's parent or guardian was conducted. Date: _____ Assessment: _____ Parent Scores: _____ Date: _____ Assessment: _____ Teacher Scores: _____		
InD 3	A standardized test of academic or pre-academic achievement was individually administered. Date: _____ Assessment:_____ Scores: _____		
InD 4	A social developmental history was compiled directly from the parent, guardian, or primary caregiver.		

Review Date(s): _____
Review Notes:

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ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:

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Appendix F, Orthopedic Impairment Initial Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	**NA**	**Yes**	**No**
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, <u>existing</u> data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern:			

	○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			

IE14	The student was assessed in all areas related to the suspected disability.		
OI 1	The evaluation procedures include a report of a medical examination within the previous 12 month period by a Florida licensed physician, unless a report of medical examination from a physician licensed in another state is reviewed and accepted by **District ESE Administrator/ESE Coordinator**. Physician Name: _____ Date:_____		
OI 2	The evaluation procedures include an educational evaluation that identifies educational and environmental needs. Ed Eval Date: _____		

Review Date(s): _____
Review Notes:

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ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:

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Appendix G, Other Health Impairment Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	**NA**	**Yes**	**No**
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern:			

	○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. May be NA for PK *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a			

	student's ESE needs.		
IE14	The student was assessed in all areas related to the suspected disability.		
OHI 1	The evaluation procedures include a report of a medical examination within the previous 12 month period by a Florida licensed physician, unless a report of medical examination from a physician licensed in another state is reviewed and accepted by **District ESE Administrator/ESE Coordinator**. Physician Name: _____ Date:_____		
OHI 2	The evaluation procedures include an educational evaluation that identifies educational and environmental needs. Ed Eval Date: _____		
OHI Manatee County	If behavioral referral, a functional behavioral assessment and behavior intervention plan must be completed. FBA Date: _____ BIP Date: _____ *** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		
OHI Manatee County	FOR BEHAVIOR RELATED CASES ONLY (ie. ADHD: inattentive or hyperactive) TATE Review was completed by Manatee County Behavior Specialist team earning a score of 90% or better. TATE Date: _____ TATE Score: _____ *** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		
OHI Manatee County	FOR BEHAVIOR RELATED CASES ONLY (ie. ADHD: inattentive or hyperactive) Fidelity Checklist: Must prove that 80% or better of the interventions in the Behavior Intervention Plan were implemented as written. Fidelity Checklist Date: _____ Fidelity Score:_____ Fidelity Checklist Date: _____ Fidelity Score:_____ *** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		

Review Date(s): _____
Review Notes:
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ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:
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Appendix H, Traumatic Brain Injury Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, <u>existing</u> data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern:			

	○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			

IE14	The student was assessed in all areas related to the suspected disability.		
TBI 1	The evaluation procedures include a report of a medical examination within the previous 12 month period by a Florida licensed physician, unless a report of medical examination from a physician licensed in another state is reviewed and accepted by **District ESE Administrator/ESE Coordinator**. Physician Name: _____ Date:_____		
TBI 2	The evaluation procedures include documented evidence by more than one person, including the parent, guardian, or primary caregiver, in more than one situation of a marked contrast of pre and post injury capabilities in one or more of the areas listed in TBI 5.		
TBI 3	The evaluation procedures include an educational evaluation that identifies educational and environmental needs		
TBI 4	The evaluation procedures include a neuropsychological evaluation when requested by the ESE administrator or designee.		

Review Date(s): _____
Review Notes:
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ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:
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Appendix I, Specific Learning Disability Eligibility Protocol

Student Name: _____ **School**:_____ **Gr**:_____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	**NA**	**Yes**	**No**
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, <u>existing</u> data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern			

	○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability. Evaluation must include test of achievement.* *** May be NA for out of state transfers.**			
SLD 1	There is evidence that a group of qualified professionals considered data demonstrating that the student was provided well-delivered, scientific, research-based instruction and interventions that addressed the identified			

	area(s) of concern, as well as graphic documentation of repeated measures of achievement that also was provided to the parent(s) or guardian(s).		
SLD 2	The school district promptly requested consent to conduct an evaluation.		
SLD 3	An observation documenting the relationship between the student's classroom behavior and academic performance was conducted. Observation Date: _____ Observation Date: _____		

Review Date(s): _____
Review Notes:

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ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:

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Appendix J, Sample Change of Placement Form K-12th Grade

Student Name:	**Date Completed:**
School:	**Date of Birth:**
Current Classroom Placement:	**Current Teacher/Student Ratio:**

Team Members Contributing Data:	
General Education Teacher:	Behavior Specialist:
Speech/Language Pathologist:	Psychologist:
Occupational Therapist:	School Social Worker:
Physical Therapist:	ESE Teacher:
Other:	Other:

Previous Placements. Check all that apply and indicate the length of time in each.		
☐ VPK	Cluster Program(s):	
☐ IPK	☐ ASD	
☐ EPK	☐ EBD	
☐ EPK A	☐ InD	
☐ EPK C	☐ Horizons	
☐ Gen Ed	☐ SABLE	
☐ Inclusion	☐ ACCESS to Education	
☐ Resource	☐ Hospital Homebound	
☐ VE Self-Contained	☐ Other:	

Identified conditions that may affect student performance. Check all that apply.	
☐ Autism Spectrum Disorder	☐ Orthopedic Impairment
☐ Developmental Delay	☐ Other Health Impairment (diagnosis):
☐ Emotional Behavioral Disability	☐ Physical Therapy
☐ Gifted	☐ Speech Impairment
☐ Hearing Impairment	☐ Specific Learning Disability
☐ Intellectual Disability	☐ Traumatic Brain Injury
☐ Language Impairment	☐ Visual Impairment
☐ Occupational Therapy	☐ Other (describe):

Factors Impacting Communication			
Language(s) spoken in the home:			ELL Code:
Attach Parent Interview/School Data Form for students with a classification of LY, LF, or LP.			
	Primary Means of Communication: (if more than one means used, number according to frequency)	**Receptive**	**Expressive**
	Verbal	☐	☐
	Written/pictorial	☐	☐
	Gestures/body movements	☐	☐
	Picture Supported Communication System/Core Vocabulary	☐	☐
	Voice output device/switch access	☐	☐
	Computer/tablet/electronic/AAC device	☐	☐
	Sign/Fingerspell	☐	☐

Most Recent Evaluation(s) Information (Complete for any that apply):		
Evaluation Date	**Evaluation Measure**	**Score(s) Information**
Intellectual/Cognitive Functioning		
Adaptive Behavior (Parent and Teacher)		
Social Emotional Behavioral (BASC, Conners, Vineland, etc.)		
Achievement		
Communication		
Autism (Parent and Teacher)		
Other		
☐ FBA ☐ BIP ○ Team ○ Behavior Specialist	Target Behaviors	

Academic Assessments (Report current scores or attach reports for all the apply)	
☐ TeachTown encore (Access Points):	☐ Reading Plus:

☐ Unique Learning System (Access Points):	☐ Achieve3000:
☐ FL Alternative Assessment (FAA):	☐ Acaletics:
☐ Lexia Core 5/Lexia Power Up:	☐ First in Math:
☐ Other:	☐ District Benchmarks ELA: Q1 ____ Q2_____ Q3_____ Q4_____
☐ FAST ELA: PM 1 _____ PM 2 _____ PM 3_____	☐ District Benchmarks Math: Q1 ____ Q2_____ Q3_____ Q4_____
☐ FAST Math: PM 1 _____ PM 2 _____ PM 3_____	☐ Other:
☐ Other:	☐ Other:

Independent Functioning Support Needs (Check all that apply):		
☐ Adaptive seating/equipment	☐ Accessible classroom/bathroom arrangement	☐ Elevator
☐ Custom dishes/utensils	☐ Adaptive playground	☐ Mobility aids
☐ Specialized cup	☐ Catheterization	☐ Positioning supports
☐ Modified/specialized foods	☐ Toileting schedule	☐ Modified clothing
☐ Straw	☐ Diapering/Pull-ups	☐ Dressing aids
☐ Tube Feeding	☐ Changing Table	☐ Wheelchair
☐ Choking protocol	☐ Hoyer lift	☐ Adaptive bathroom seat
☐ Seizure protocol	☐ Other:	☐ Other:

Interventions/Accommodations in Place (attach sample and/or provide description of what is used and how):					
Intervention/ Accommodations	**Initiated**	**Discontinued**	**Student Response to Intervention**		
☐ Reading Intervention			☐ +	☐ -	☐ ?
☐ Math Intervention			☐ +	☐ -	☐ ?
Curriculum Adaptations ☐ Visual directions ☐ Work systems			☐ + ☐ +	☐ - ☐ -	☐ ? ☐ ?
Scheduling Supports ☐ Break pass ☐ Visual schedule (activity completion) ☐ Visual schedule (breaks)			☐ + ☐ + ☐ +	☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ?

☐ Timers			☐ +	☐ -	☐ ?
Social Emotional Support ☐ Social skills lessons/program ☐ Social stories ☐ Emotional regulation lessons ☐ Counseling group ☐ Counseling (Centerstone) ☐ Counseling as a related service			☐ + ☐ + ☐ + ☐ + ☐ + ☐ +	☐ - ☐ - ☐ - ☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ? ☐ ? ☐ ? ☐ ?
OT Directed Sensory Supports ☐ Sensory Diet Adapted Seating ☐ Sensory Breaks			☐ + ☐ + ☐ +	☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ?
Communication ☐ Core Board ☐ Picture Exchange ☐ Sign Language ☐ Choice Boards ☐ Other:			☐ + ☐ + ☐ + ☐ + ☐ +	☐ - ☐ - ☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ? ☐ ? ☐ ?
Behavior Supports ☐ Level System ☐ Specific reinforcement System ☐ Point Sheets			☐ + ☐ + ☐ +	☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ?
			☐ +	☐ -	☐ ?
			☐ +	☐ -	☐ ?
			☐ +	☐ -	☐ ?
			☐ +	☐ -	☐ ?
			☐ +	☐ -	☐ ?

☐ Parent conferences have been held concerning performance. (Attach documentation)
☐ Goals are in the IEP for the areas indicated as “not meeting expectations.”
☐ MTSS documentation and appropriate data attached

hat change of classroom placement is the team recommending?

hat services does the student need that they are not receiving in their current classroom placement? (Please list)

Signatures below indicate review of the documentation for accuracy and support the recommended change of placement.

X_____ X_____

ESE Case Manager Principal

The ESE Specialist will review the documentation provided and email written notification to the school regarding next steps. The written notification must be received **prior to scheduling** the change of placement meeting.

*Additional data is required for an EBD or ASD placement.

To be completed by the ESE Specialist Only:

Date packet of information was received: _____

Date packet of information was reviewed: _____

Date emailed written input was given to school: _____

Reviewer's Notes

Appendix K, Sample Change of Placement Form PRE-K

Student Name:	**Date Completed:**
School:	**Date of Birth:**
Current Classroom Placement: ☐IPK ☐EPK ☐EPK A ☐EPK C	**Primary Language Spoken in Home:**

Team Members Contributing Information	
Current Teacher:	Early Learning Specialist: ☐Behavior ☐Curriculum ☐Family Support
Speech/Language Pathologist:	Occupational Therapist:
Physical Therapist:	School Social Worker:
School Psychologist:	Other:

Current Areas of Eligibility (as indicated on the IEP): Check all that apply.	
☐ Autism Spectrum Disorder	☐ Orthopedic Impairment
☐ Developmental Delay	☐ Other Health Impairment
☐ Occupational Therapy	☐ Physical Therapy
☐ Language Impaired	☐ Speech Impaired
☐ Language Impaired as a related service	☐ Visually Impaired
☐ Deaf/Hard of Hearing	☐ Traumatic Brain Injury
☐ Other:	☐ Other:

Current Levels of Functioning as Evidenced by (attach results for all the apply):	
☐ Portfolio Assessment	☐ COS Progress Monitoring Tool
☐ Socially Savvy	☐ Progress Monitoring on goals in the IEP
☐ Time Sample for Behavior	☐ Frequency Count for Behavior
☐ Other:	☐ Other:

The following interventions/accommodations are currently being provided:		
Intervention/Accommodation:	**Date Initiated:**	**Current Student Response**
☐ Pre-Academic:		☐+ ☐- ☐No Response
☐ Behavior:		☐+ ☐- ☐No Response
☐ Other:		☐+ ☐- ☐No Response

Items Presented for Consideration (attach copies of evidence as needed):	
☐ Parent conferences documented that address the area of concern or progress. At least one documented conference is required.	☐ Parent concerns or progress has been documented.
☐ Evidence of gains made towards IEP goals.	☐ Evidence of progress not made towards IEP goals.
☐ Observation/Recommendation by an Early Learning Specialist has been documented and implemented.	☐ Recommendation made to IST team.
☐ Collaboration with district behavior specialist.	☐ Collaboration with curriculum specialist.
☐ Considerations for Placement Form	☐ Parent was provided with community resources.

The IEP Team would like to consider a change in placement from: ☐IPK ☐EPK ☐EPK A ☐EPK C To: ☐IPK ☐EPK ☐EPK A ☐EPK C
What are the potential advantages of this consideration?
What are the potential disadvantage of this consideration?

Signatures below indicate review of the documentation for accuracy and support the recommended change of placement.

X_____ X_____ ESE

Case Manager/Pre-K Teacher Principal

The ESE Specialist will review the documentation provided and email written notification to the school regarding next steps. The written notification must be received **prior to scheduling** the change of placement meeting.

To be completed by the ESE Specialist or Early Learning Specialist Only:

Date packet of information was received: _____

Date packet of information was reviewed: _____

Date emailed written input was given to school: _____

Reviewer's Notes

Appendix L, FBA/BIP Review Form

Review of Functional Behavior Assessment and Behavior Intervention Plan:

Student: _____ Grade: Choose an item. School:

Date of Most Recent FBA/BIP: Date of Review: _____

Reason for Review:

☐Annual IEP Meeting ☐Parent Request

☐Considering a Change in Placement ☐Behaviors are increasing in intensity/duration/frequency

☐Manifestation Determination Meeting ☐Possible Reassignment Meeting

☐Section 504 Plan Meeting ☐Considering eligibility for ESE services

☐Other: Click or tap here to enter text.

According to Florida Statute 6A-6.03016 Exceptional Student Education Eligibility for Students with Emotional/Behavioral Disabilities: (a) A functional behavioral assessment (FBA) must be conducted. The FBA must identify the specific behavior(s) of concern, conditions under which the behavior is most and least likely to occur, and function or purpose of the behavior. A review, and if necessary, a revision of an FBA completed as part of general education interventions may meet this requirement if it meets the conditions described in this section. If an FBA was not completed to assist in the development of general education interventions, one must be completed and a well-delivered scientific, research-based behavioral intervention plan of reasonable intensity and duration must be implemented with fidelity prior to determining eligibility.

Questions to consider during review:			
The target behaviors are defined accurately.	Yes☐ No☐	Functional strategies are appropriate and continue to be used as written.	Yes☐ No☐
The hypothesis statements continue to be accurate.	Yes☐ No☐	There is current data to support the continued need for the FBA/BIP.	Yes☐ No☐

Proactive strategies are appropriate and continue to be used as written.	Yes☐ No☐	The student has shown a positive response to interventions.	Yes☐ No☐
Educational strategies are appropriate and continue to be used as written.	Yes☐ No☐	If the student has an IEP or 504 Plan, there are social/emotional goals to support the need for the FBA/BIP. *	Yes☐ No☐
		**Per district policy, students identified as EBD must have social/emotional goals within the IEP.*	

Based on the review of data presented, teacher input, and the guiding questions above, it is recommended to:

☐Maintain intervention plan as written
☐Establish new goal/increase criterion of mastery
☐Modify reinforcement strategies
☐Fade interventions
☐Retrain staff on plan implementation
☐Retrain staff on data collection or modify data collection
☐Modify interventions so they are feasible for implementation
☐Modify interventions so they more closely align to function and hypothesis
☐Modify FBA (may include redefined target behaviors, modified hypothesis, analysis of current data/information)
☐Discontinue plan
☐Request assistance from IST
☐Other:

Review Completed By:

Appendix M, Sample Daily Point Sheet

Name: _____ Week : _____ Teacher:_____

Expectations/Rules: Demonstrating each expectation is worth 2pts during each scheduled activity.

1. Show Safety - Keep hands, feet, and eyes to yourself. Treat people and property gently and appropriately.
2. Exchange Mutual Respect – Communicate appropriately and treat others how you want to be treated.
3. Believe "I Can" – Give my best effort and maintain a positive outlook.
4. Accept Responsibility – Keep focused on my daily work, admit mistakes, and follow directions the first time.
5. Lead By Example – Encourage others and show confidence.

Subject/Area	Points Possible	Mon.	Tues.	Wed.	Thurs.	Fri.
Cafeteria/Breakfast	10					
Bell-work/Calendar	10					
Language Arts	10					
Social Skills	10					
Rainbow/Specials	10					
Lunch	10					
Recess	10					
Math	10					
Science/Social Studies	10					
Dismissal	10					
Total/Percentage	**100 Possible**					

EXCEPTIONAL STUDENT EDUCATION MANUAL

Education with Innovation and Imagination

2024-2025

SCHOOL DISTRICT OF MANATEE COUNTY
Exceptional Student Education Department

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Department Contacts

Role	Contact	Extension
Executive Director, Student Support and Family Engagement	Dr. Laurie Breslin	43705
Executive Secretary to the Executive Director	Barbara Burwell	43183
ESE Director	Joshua Bennett	43217
Admin Secretary to the ESE Director	Laurie Beauregard	43030
ESE Associate Director	Maribeth Mason	43223
ESE Associate Director	Nicole Meo	43092
Secretary to Associate Directors	Marian Kinsey	473241
ESE Coordinator	Sheri Goodwin	43227
ESE Coordinator	Kari Schrock	43222
Specialist/Manager Health Services	Barbara Hefner	43284
Parent Engagement and Outreach	Jodi O'Meara	43298
SABLE Site Administrator	Mary Taylor	30893
ACCESS to Education Site Administrator	Chad Allen	38078

ESE Programs and Procedures (ESE P&P)

The Exceptional Student Education Manual (ESE Manual) serves as a general overview with guidelines of ESE programming in Manatee County Schools. For the most specific, detailed procedures, the district state approved ESE P&P is the most comprehensive resource available. Please visit the DOE website to obtain a copy of the ESE P&P https://www.fldoe.org/academics/exceptional-student-edu/monitoring/.

Federal Law, and The Individuals with Disabilities Education Act (IDEA) Requires that:
Students with disabilities who meet the criteria of one or more categories of disabilities specified in law and who need special education services must have an IEP.
The IEP must be reviewed at least annually and revised as necessary.
Due Process rights are guaranteed.
Student records are confidential.
Parents are important partners in the IEP process and must be invited to all IEP meetings.

Initial Evaluations

School-Team Driven

A Multi-Tiered System of Supports (MTSS) is intended to help students receive the level of support needed to ensure academic and behavioral success. For students enrolled in grades K-12: upon review of Tier 3 progress monitoring data indicating inadequate progress or need for a level of intensity or resources to sustain progress, the parent (already invited to the IST meeting) will be asked to provide consent for evaluation. If parent is not in attendance, then a designated staff member will contact the parents within 30 calendar days of the meeting to share information and request consent to conduct the evaluation. For PreK students enrolled in school based VPK programs: When a teacher has reason to suspect that a PreK child may be a child with a disability, the teacher will discuss concerns with the parent and inform them that a screening will be completed. For concerns about speech or language only, the teacher will request a Speech/Language Screening from the school-based Speech/Language Therapist. For concerns about learning and behavior, a Developmental Screening from the school based MTSS team is requested. If screening results indicate learning or behavior delays, the teacher will request inclusion on the IST agenda so that a meeting (parent included) can be held within 30 days of obtaining screening results from the school-based evaluator. Consent is obtained at the IST meeting.

Parent Driven

For grades K to 12: When a parent requests an evaluation, the request will be documented in PEER. The person receiving the parent request for evaluation will notify the Intensive Support Team (IST) Chairperson who will schedule the case on the IST agenda within 30 calendar days of the parent's request. At that meeting, the IST will review relevant data about the student and will obtain consent for the evaluation (unless the parent and school agree otherwise in writing) or provide notice of refusal (Use MIS 41-00911 Prior Written Notice -Refusal or Discontinue). If the district agrees to evaluate, then the general education intervention procedures, if not already implemented, are implemented concurrently with the evaluation. Consent will be obtained at the IST meeting.

SDMC Enrolled PRE-K IST Process

If a parent or a PREK teacher has a concern regarding a student in the areas of speech, language, behavior, or learning the classroom teacher should:

STEP 1

- Communicate with the student's parents regarding the classroom performance.
- Make sure the student has an up-to-date vision and hearing screening on file.
- Request a vision / hearing screening from the school nurse if there has not been one completed within the year.

STEP 2

- The teacher will send home the Manatee County Parent Questionnaire. This document is in Schoology under ESE Documents and Resources.
- The parent will complete and return the questionnaire to the classroom teacher. The information will be included with the documentation that is brought to the IST meeting.

STEP 3

- ASQ (Ages and Stages Questionnaire), is completed by the teacher. This document is in Schoology under ESE Documents and Resources.
- The teacher will collect additional anecdotal notes, assessment data, and work sampling data. This supporting documentation will be brought to the IST meeting.

STEP 4

- The classroom teacher will contact the school's IST Chair to schedule an IST meeting. Contact the school administrator if assistance if needed.
- The classroom teacher will Inform the student's parents of IST meeting date and time.

STEP 5

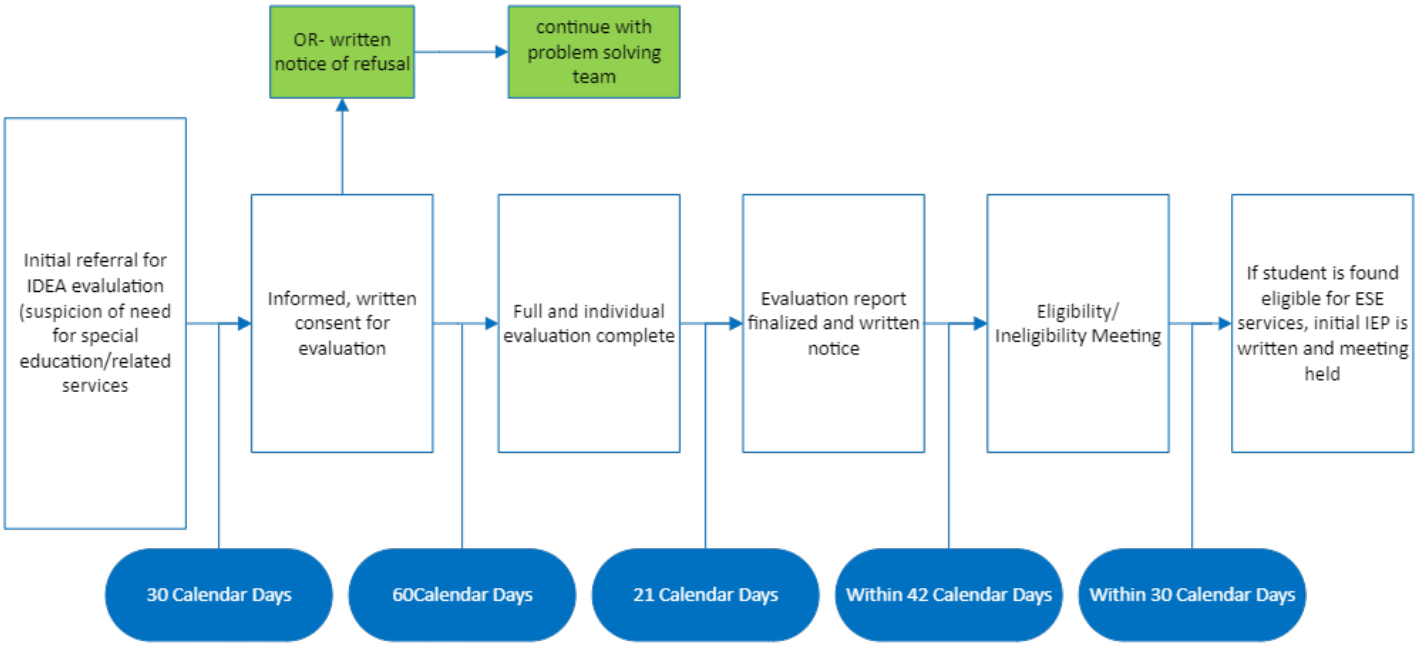
FOR SPEECH / LANGUAGE ONLY CONCERNS	FOR BEHAVIOR OR LEARNING CONCERNS:
❖ Provide all screening documents to the SLP (hearing/ vision, Parent Questionnaire, ASQ, anecdotal notes, assessment data, and work sampling data.) ❖ Request your school SLP complete a screening. ❖ Contact your school administrator if assistance is needed.	❖ Provide all screening documents to the IST (hearing/ vision, Parent Questionnaire, ASQ, anecdotal notes, assessment data, and work sampling data.) ❖ If there is a behavior concern provide a behavior chart, behavior frequency chart, duration records, etc. Contact an Early Learning and Family Support

❖ Your SLP may require additional documents.	team specialist if support is needed. ❖ Contact your school administrator if assistance is needed. ❖ Your IST may require additional documents.

NEXT STEPS IN THE PROCESS:

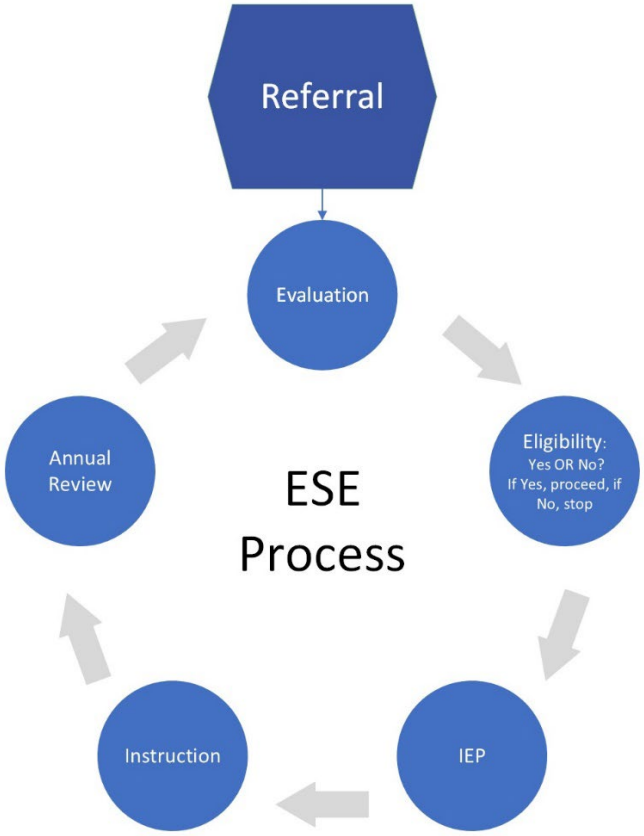
- ❖ The SLP and/or IST will determine if evaluations or re-evaluations are needed and get consent.
- ❖ Evaluations will be completed by the school therapists.
- ❖ THE IST will contact Jodi McCoy to explore placement options and arrange for entry COS to be completed by the Early Learning Family Support Team if needed (Jodi McCoy 941-753-0958, Ext 38208 mccoyj@manateeschools.net).
- ❖ Evaluations will be reviewed by IST with the classroom teacher and parents, to determine eligibility.
- ❖ If needed an IEP will be developed and the student will be placed.
- ❖ If the student is found eligible for any ESE services, the IST Chair will complete the Child Find Tracking Form and submit it to Jodi McCoy. This document is in Schoology under ESE Documents and Resources (Jodi McCoy 941-753-0958 Ext 38208 mccoyj@manateeschools.net).
- ❖ If a VPK student is found eligible for any ESE full time placement, the VPK teacher will complete the VPK withdrawal form. This document is in Schoology under ESE Documents and Resources. Send the completed VPK withdrawal form to Cari Whiddon (Cari Whiddon 941-753-0958, Ext 38201 whiddonc@manateeschools.net).
- ❖ If you are considering a change of placement (ese classroom to a different ese classroom) contact an Early Learning and Family Support team specialist (Tisha Conaway 941-753-0958, Ext 38094 conawayt@manateeschools.net).

Initial Evaluation Timeline Manatee County



Eligibility Criteria

Students who exhibit a need for ongoing intensive or specially designed instruction in school due to a disability qualify for Exceptional Student Education.



Each school district is responsible for providing services to students who are eligible for the following ESE programs.

- Autism Spectrum Disorder (ASD)
- Deaf or Hard-of-Hearing (DHH)
- Developmental Delay (DD)
- Dual-Sensory Impairment (DSI): Deaf-Blind
- Emotional/Behavioral Disability (EBD)
- Homebound or Hospitalized (HH)
- Intellectual Disability (InD)
- Language Impairment (LI)
- Other Health Impairment (OHI)
- Orthopedic Impairment (OI)
- Specific Learning Disability (SLD)
- Speech Impairment (SI)
- Traumatic Brain Injury (TBI)
- Visual Impairment (VI)

Eligibility Protocols

Autism Spectrum Disorder (ASD)

Autism Spectrum Disorder is defined to be a range of pervasive developmental disorders that adversely affects a student's functioning and results in the need for specially designed instruction and related services. Autism Spectrum Disorder is characterized by an uneven developmental profile and a pattern of qualitative impairments in social interaction, communication, and the presence of restricted repetitive, and/or stereotyped patterns of behavior, interests, or activities. These characteristics may manifest in a variety of combinations and range from mild to severe. Autism Spectrum Disorder may include Autistic Disorder, Pervasive Developmental Disorder Not Otherwise Specified, Asperger's Disorder, or other related pervasive developmental disorders. The corresponding definition is found in State Board of Education Rule 6A-6.03023, Florida Administrative Code (F.A.C.).

DOE ASD Eligibility Information

Criteria for Eligibility

- Impairment in social interaction as evidenced by delayed, absence, or atypical ability to relate to individuals or the environment.
- Impairment in verbal or non-verbal language skills used for social communication.
- Restricted or repetitive patterns of behavior, interests, or activities.
- The core features of Autism Spectrum Disorder in A, B and C occur across settings (at home, in the community and at school).
- The student demonstrates a need for special education.

Florida Statutes and Rules

- Section 627.6686, Florida Statutes, Steven A. Geller Autism Coverage Act
- 6A-6.03023, F.A.C., Exceptional Student Education Eligibility for Students with Autism Spectrum Disorder
- 6A-6.401796, F.A.C., Specialization Requirements for Endorsement in Autism Spectrum Disorders - Academic Class

Bureau of Exceptional Student Education Discretionary Projects

- Autism Endorsement Tuition Support Program

- Center for Autism and Related Disabilities (CARD):
- Florida CARD Sites by Region
- Florida Diagnostic and Learning Resources System (FDLRS)
- The Partnership for Effective Programs for Students with Autism (PEPSA)

See Appendix A for Full Eligibility Protocol Form

Deaf or Hard-Of-Hearing (DHH)

Pursuant to Rule 6A-6.03013, Florida Administrative Code (F.A.C.), Deaf means a hearing level

that is so severe that it impacts the processing of linguistic information through hearing, with or without amplification, that adversely affects the student's educational performance. Hard of Hearing means a hearing impairment or loss, whether permanent or fluctuating, that adversely affects a student's educational performance, but that is not included under the definition of deaf.

DOE DHH Eligibility Information

Criteria for Eligibility

- Audiological report must include a summary of the hearing and medical history, audiological results, and a diagnosis of any hearing impairment or loss. A licensed audiologist must provide the audiological report.
- Functional listening assessment is an assessment that determines how noise, distance, and visual input affect a student's listening abilities.
- Communication and language assessment is an assessment that addresses expressive and receptive language, including pragmatic language. The assessments must consider a student's preferred mode of communication, such as ASL, spoken language, signed or written language, with or without visual support or hearing assistive technology, augmentative and alternative communication, or a combination thereof.

Florida Rules

- Rule 6A-6.03013, F.A.C., Exceptional Student Education Eligibility for Students Who Are Deaf or Hard-of-Hearing

Florida Department of Education Resources

- Division of Vocational Rehabilitation: Deaf, Hard-of-Hearing, and Deaf-Blind Services
- Florida Coordinating Council for the Deaf and Hard of Hearing
- Florida School for the Deaf and the Blind
- Florida Hands & Voices
- Florida's Educational Opportunities for Students with Sensory Impairments (PDF)
- Oportunidades educativas para estudiantes con discapacidades sensoriales en Florida

(PDF)

- Florida's Educational Opportunities for Students with Sensory Impairments Booklet (PDF)
- FDOE Communication Plan (Fillable Form)

Bureau of Exceptional Student Education Discretionary Projects

- Resource Materials and Technology Center for the Deaf/Hard-of-Hearing (RMTC-D/HH)
- Auditory-Oral Education Grant (Clarke School)
- Auditory-Oral Education Grant (Debbie School)
- Educational Interpreter Project

See Appendix B for Full Eligibility Protocol Form

Developmentally Delayed

A prekindergarten child with a disability is defined as a child who is below five (5) years of age

on or before September 1 and has a sensory, physical, mental, or emotional condition which significantly affects the attainment of normal developmental milestones.

Developmentally Delayed (DD): Ages Three through Nine Years

A child who is developmentally delayed is three (3) through years (9) years of age and is delayed in one (1) or more of the following areas:

- Adaptive or self-help development,
- Cognitive development,
- Communication development,
- Social or emotional development,
- Physical development including fine, or gross, or perceptual motor.
- This definition is found in State Board of Education Rule 6A-6.03027, F.A.C.

DOE DD Eligibility Information

Criteria for Eligibility

A child is eligible for the special program for children who are developmentally delayed when the following criteria are met:

- The child is three through nine years of age unless the child has completed grade 2.
- Documentation of one of the following:
- A score of two standard deviations (SD) below the mean or a twenty-five (25) percent delay on measures yielding scores in months in at least one area of development; or
- A score of 1.5 standard deviations (SD) below the mean or a twenty percent delay on measures yielding scores in months in at least two areas of development; or
- For children six or younger and based on information and data, the eligibility staffing committee recommends that a developmental delay exists, and exceptional students' education services are needed.

Florida Statues and Rules

- 6A-6.03026, F.A.C., Eligibility Criteria for Prekindergarten Children with Disabilities

- 6A-6.03027, F.A.C., Special Programs for Children Three Through Nine Years Old who are Developmentally Delayed

Florida Department of Education Resources

- Child Find Video for Parents
- Florida Department of Education: Early Learning/Prekindergarten
- Florida's Early Steps

Bureau of Exceptional Student Education Projects

- Florida's Technical Assistance and Training System (TATS)
- PreK Disabilities Tuition Support Program
- Florida Diagnostic and Learning Resources System-Child Find

See Appendix C for Full Eligibility Protocol Form

Dual-Sensory Impaired (DSI): Deaf-Blind

A student who has dual-sensory impairments affecting both vision and hearing, the

combination of which causes a serious impairment in the abilities to acquire information, communicate, or function within the environment, or who has a degenerative condition which will lead to such an impairment.

Criteria for Eligibility

A student with a dual sensory impairment is eligible for exceptional student education when either of the following criteria is met.

DOE DSI Eligibility Information

- For a student diagnosed with a medical condition having the potential for dual sensory loss:
  - A medical report from a physician licensed in Florida in accordance with Chapter 408 or 463, F.S., unless a report of a medical examination from a physician licensed in another state is permitted in accordance with paragraph 6A-6.0331(3)(e), F.A.C., confirming the existence of such a diagnosis, its prognosis, and the potential for dual sensory loss;

    AND
  - The student needs special education as defined in Rule 6A-6.03411, F.A.C

    OR
- For students with Vision and hearing impairments:
  - The student meets the criteria listed in subsection 6A-6.03014(4), F.A.C, or has functional blindness.
  - The student meets criteria listed in subsection 6A-6.03014(4), F.A.C., or has functional hearing loss.

    AND
  - The student needs special education services as defined in rule 6A-6.03411, F.A.C.

Florida Rules

- Rule 6A-6.03022, Florida Administrative Code (F.A.C.), Special Programs for Students Who Are Dual-Sensory Impaired

Florida Department of Education Resources

- Florida's Educational Opportunities for Students with Sensory Impairments (8.5 x 11) (PDF)
- Oportunidades educativas para estudiantes con discapacidades sensoriales en Florida (PDF)
- Florida's Educational Opportunities for Students with Sensory Impairments (folded booklet style) (PDF)
- Florida Hands & Voices
- Florida School for the Deaf and the Blind
- FDOE Communication Plan (Fillable Form)

Bureau of Exceptional Student Education Discretionary Projects

- Florida and Virgin Islands Deaf-Blind Collaborative
- Auditory-Oral Education Grant (Clarke School)
- Auditory-Oral Education Grant (Debbie School)
- Florida Instructional Materials Center for the Visually Impaired (FIMC-VI)
- Resource Materials and Technology Center for the Deaf/Hard-of-Hearing (RMTC-D/HH)

See Appendix D for Full Eligibility Protocol Form

Emotional or Behavioral Disability (EBD)

A student with an emotional/behavioral disability has persistent (is not sufficiently responsive to implemented evidence-based interventions) and consistent emotional or behavioral responses that adversely affect performance in the educational environment that cannot be attributed to age, culture, gender, or ethnicity. The corresponding definition is found in State Board of Education Rule 6A-6.03016, Florida Administrative Code (F.A.C.)

Criteria for Eligibility

A student with an emotional/behavioral disability must demonstrate an inability to maintain adequate performance in the educational environment that cannot be explained by physical, sensory, socio-cultural, developmental, medical, or health (exception of mental health) factors; **and must demonstrate one or more of the following characteristics described in this rule:**

Internal factors characterized by:

- Feelings of sadness, or frequent crying, or restlessness, or loss of interest in friends and/or schoolwork, or mood swings, or erratic behavior

OR

- The presence of symptoms such as fears, phobias, or excessive worrying and anxiety regarding personal or school problems

OR

- Behaviors that result from thoughts and feelings that are inconsistent with actual events or circumstances, or difficulty maintaining normal thought processes, or excessive levels of withdrawal from persons or events; or

External factors characterized by:

- An inability to build or maintain satisfactory interpersonal relationships with peers, teachers, other adults in the school setting.

OR

- Behaviors that are chronic and disruptive such as noncompliance, verbal and/or physical aggression, and/or poorly developed social skills that are manifestations of feelings, symptoms, or behaviors as specified in subparagraphs (4)(a)1.-3. Of this rule.

The characteristics described in this rule must be present for a minimum, of six months duration and in two or more settings, including but not limited to, school, educational environment, transition to and/or from school, or home/community settings. At least one setting must include school.

The student needs special education as defined in paragraph 6A.03411(1)(kk), F.A.C.

In extraordinary circumstances, general education interventions and activities as described in subsection (2) of this rule, and criteria for eligibility described in paragraph (4)© of this rule, may be waived when immediate intervention is required to address an acute onset of an internal emotional/behavioral characteristic as listed in paragraph (4)(a) of this rule.

Characteristics not indicative of a student with an emotional/behavioral disability: Normal, temporary (less than six months) reactions to a life event(s) or crisis; or Emotional/behavioral difficulties that improve significantly from the presence of evidence-based implemented interventions; or social maladjustment unless also found to have an emotional/behavioral disability.

DOE EBD Eligibility Information

Florida Statutes and Rules

- 1003.573, Florida Statutes (F.S.), Seclusion and restraint of students with disabilities in public schools
- 1003.574, F.S., Video cameras in public school classrooms; pilot program (Broward County)
- 6A-6.03016, F.A.C., Exceptional Student Education Eligibility for Students with Emotional/Behavioral Disabilities
- 6A-6.03312, F.A.C., Discipline Procedures for Students with Disabilities

Florida Department of Education Resources
Bureau of Exceptional Student Education Discretionary Projects

- Florida Positive Behavior Support: Response to Intervention for Behavior Project (FPBIS: RtIB)
- Problem-Solving – Response to Instruction/Intervention Project (PS-RtI)
- Multiagency Network for Students with Emotional/Behavioral Disabilities (SEDNET)
- Florida Inclusion Network
- Student Support Services Project
- Florida Diagnostic and Learning Resources System (FDLRS)

See Appendix E for Full Eligibility Protocol Form

Intellectual Disability (InD)

An intellectual disability is defined as significantly below average general intellectual and adaptive functioning manifested during the developmental period, with significant delays in academic skills. Developmental period refers to birth to eighteen (18) years of age. The corresponding definition is found in State Board of Education Rule 6A-6.03011, Florida Administrative Code (F.A.C.)

Criteria for Eligibility

- The measured level of intellectual functioning is more than two standard deviations (SD) below the mean on an individually measured, standardized test of intellectual functioning.
- The level of adaptive functioning is more than two standard deviations below the mean on the adaptive behavior composite or on two out of three domains on a standardized test of adaptive behavior. The adaptive behavior measure shall include parental or guardian input.
- The level of academic or pre-academic performance on standardized test is consistent with the performance expected of a student of comparable intellectual functioning.
- The social/developmental history identifies the developmental, familial, medical/health, and environmental factors impacting student functioning and documents the student's functional skills outside of the school environment.
- The student demonstrates a need for special education.

DOE InD Eligibility Information

Florida Rule

- Rule 6A-6.03011, F.A.C., Exceptional Student Education Eligibility for Students with Intellectual Disabilities (Word)

Florida Department of Education Resources

- Measuring Adaptive Behavior - Important Information for Parents (RTF)
- Transition Planning for Students with Intellectual Disabilities (PDF)

Bureau of Exceptional Student Education Discretionary Projects

- Access Project
- Florida Inclusion Network (FIN)

See Appendix F for Full Eligibility Protocol Form

Orthopedic Impairment (OI)

Orthopedic impairment means a severe skeletal, muscular, or neuromuscular impairment. The term includes impairments resulting from congenital anomalies (e.g., including but not limited to skeletal deformity or spina bifida), and impairments resulting from other causes (e.g., including but not limited to cerebral palsy or amputations). This definition is found in State Board of Education Rule 6A-6.030151, Florida Administrative Code (F.A.C.).

Criteria for Eligibility

- Evidence of an orthopedic impairment that adversely affects the student's performance in the educational environment in any of the following: ambulation, hand movement, coordination, or daily living skills.
- The student demonstrates the need for special education.

DOE OI Eligibility Information

Florida Rule

- 6A-6.030151, F.A.C., Exceptional Student Education Eligibility for Students with Orthopedic Impairment

Florida Department of Education Resources
Bureau of Exceptional Student Education Discretionary Projects

- Florida Diagnostic and Learning Resources System (FDLRS)
- Florida Inclusion Network

See Appendix G for Full Eligibility Protocol Form

Other Health Impairment (OHI)

Other health impairment means having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, which is due to chronic or acute health problems. This includes, but is not limited to, asthma, attention deficit disorder or attention deficit hyperactivity disorder, Tourette syndrome, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and acquired brain injury. This definition is found in State Board of Education Rule 6A-6.030152, Florida Administrative Code (F.A.C.).

Criteria for Eligibility

- Evidence of other health impairments that results in reduced efficiency in schoolwork and adversely affects the student's performance in the educational environment.
- The student demonstrates the need for special education.

DOE OHI Eligibility Information

Florida Rule

- 6A-6.030152, F.A.C., Exceptional Student Education Eligibility for Students with Other Health Impairment

Florida Department of Education Resources
Bureau of Exceptional Student Education Discretionary Projects

- Florida Diagnostic and Learning Resources System (FDLRS)
- Florida Inclusion Network

See Appendix H for Full Eligibility Protocol Form

Traumatic Brain Injury

A traumatic brain injury means an acquired injury to the brain caused by an external physical force resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to mild, moderate, or severe, open or closed head injuries resulting in impairments in one (1) or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem-solving, sensory, perceptual and motor abilities, psychosocial behavior, physical functions, information processing, or speech. The term includes anoxia due to trauma. The term does not include brain injuries that are congenital, degenerative, or induced by birth trauma. This definition is found in State Board of Education Rule 6A-6.030153, F.A.C.

Criteria for Eligibility

- Evidence of a traumatic brain injury that impacts one or more of the areas identified in the definition.
- The student demonstrates a need for special education.

DOE TBI Eligibility Information

Florida Rule

- 6A-6.030153, F.A.C., Exceptional Student Education Eligibility for Students with Traumatic Brain Injury

Florida Department of Education Resources
Bureau of Exceptional Student Discretionary Projects

- Problem-Solving – Response to Instruction/Intervention Project (PS-RtI)
- Florida Inclusion Network (FIN)
- Florida Diagnostic and Learning Resources System (FDLRS)

See Appendix I for Full Eligibility Protocol Form

Specific Learning Disability (SLD)

A specific learning disability is defined as a disorder in one or more of the basic learning processes involved in understanding or in using language, spoken or written, that may manifest in significant difficulties affecting the ability to listen, speak, read, write, spell, or do mathematics. Associated conditions may include, but are not limited to, dyslexia, dyscalculia, dysgraphia, or developmental aphasia. A specific learning disability does not include learning problems that are primarily the result of a visual, hearing, motor, intellectual, or emotional/behavioral disability, limited English proficiency, or environmental, cultural, or economic factors. This definition is found in State Board of Education Rule 6A-6.03018, F.A.C.

Criteria for Eligibility

The student's parent(s) or guardian(s) and group of qualified personnel may determine that a student has a specific learning disability if there is evidence of each of the following:

- When provided with learning experiences and instruction appropriate for the student's chronological age or grade-level standards in accordance with Rule 6A-1.09401, F.A.C., the student does not achieve adequately for the student's chronological age or does not meet grade-level standards as adopted in Rule 6A-1.09401, F.A.C., in one or more of the following areas based on the review of multiple sources that may include group and/or individual criterion or norm-referenced measures, including individual diagnostic procedures:
  - Oral expression
  - Listening comprehension
  - Written expression
  - Basic reading skills
  - Reading fluency skills
  - Reading comprehension
  - Mathematics calculation
  - Mathematics problem solving

- The student does not make adequate progress to meet chronological age or grade-level standards adopted in Rule 6A-1.09401, F.A.C., in one or more of the areas identified in section 1. a) (above) as determined through:
  - A process based on the student's response to scientific, research-based intervention, consistent with the comprehensive evaluation procedures in Rule

6A-6.0331 F.A.C.

- The group determines that its findings under paragraph (a) of this subsection are not primarily the result of one or more of the following:
  - A visual, hearing, or motor disability
  - Intellectual disability
  - Emotional/behavioral disability
  - Cultural factors
  - Irregular pattern of attendance and/or high mobility rate
  - Classroom behavior
  - Environmental or economic factors
  - Limited English proficiency

- Evidence of specific learning disability

- Members of the group determine eligibility. The determination of whether a student suspected of having a specific learning disability is a student who demonstrates a need for specially designed instruction and related services and meets the eligibility criteria must be made by the student's parent(s) or legal guardian(s) and a group of qualified professionals, which must include all the following:
  - The student's general education teacher: if the student does not have a general education teacher, a general education teacher qualified to instruct a student of his or her chronological age
  - At least one person qualified to conduct and interpret individual diagnostic examinations of students, including a school psychologist, speech-language pathologist, or reading specialist

    AND
  - The district administrator of exceptional student education or designee.

- **Observation requirement:** In determining whether a student needs specially designed instruction and has a specific learning disability, and to document the relationship between the student's classroom behavior and academic performance, the group must:
  - Use information from an observation in routine classroom instruction and

monitoring of the student's performance that was completed before referral for an evaluation; or

- Have at least one member of the group conduct an observation of the student's performance in the student's typical learning environment, or in an environment appropriate for a student of that chronological age, after referral for an evaluation and parental or legal guardian consent has been obtained.

❖ Documentation of determination of eligibility. For a student suspected of having a specific learning disability, the documentation of the determination of eligibility must include a written summary of the group's analysis of the data that incorporates the following information:

- The basis for making the determination, including an assurance that the determination has been made in accordance with subsection 6A-6.0331(6), F.A.C.; (Determination of eligibility for exceptional students).
- Noted behavior during the student's observation and its relationship to the student's academic functioning.
- The educationally relevant medical findings, if any.
- Whether the student has a specific learning disability as evidenced by response to intervention data confirming the following:
  - Performance discrepancy. The student's academic performance is significantly discrepant for the chronological age or grade level in which the student is enrolled, based on multiple sources of data when compared to multiple groups, which include the peer subgroup, classroom, school, district, and state level comparison groups.

    AND
  - Rate of progress. When provided with well-delivered scientific, research-based general education instruction and interventions of reasonable intensity and duration with evidence of implementation fidelity, the student's rate of progress is insufficient or requires sustained and substantial effort to close the achievement gap with typical peers or academic expectations for the chronological age or grade level in which the student is currently enrolled.

    AND
  - The student continues to need interventions that significantly differ in intensity and duration from what can be provided solely through general

education resources to make or maintain sufficient progress.

- The determination of the group concerning the effects on the student's achievement level of a visual, hearing, motor, intellectual, or emotional/behavioral disability; cultural factors; environmental or economic factors; an irregular pattern of attendance or high mobility rate; classroom behavior; or limited English proficiency.

  AND

- Documentation based on data derived from a process that assesses the student's response to well-delivered scientific, research-based instruction and interventions including:
  - Documentation of the specific instructional interventions used, the support provided to the individual(s) implementing interventions, adherence to the critical elements of the intervention design and delivery methods, the duration and frequency of intervention implementation (e.g., number of weeks, minutes per week, sessions per week), and the student-centered data collected.

    AND

  - Documentation that the student's parent(s) or legal guardian(s) were notified about the state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided; interventions for increasing the student's rate of progress; and the parental or legal guardian's right to request an evaluation.
- The signature of each group member certifying that the documentation of determination of eligibility reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions.

Possible Exception for 60-Day Timeline for – SLD:

For determining the existence of a specific learning disability, a district must adhere to the IDEA regulation's evaluation timeline "unless extended by mutual written agreement of the child's parents and group of qualified professionals." 34 C.F.R. §300.309(c).

"Based on their review of the existing data, and input from the child's parents, the

eligibility group must decide, on a case-by case basis, depending on the needs of the child and the information available regarding the child, what additional data, if any, are needed to determine whether the child is a child with a disability and the educational needs of the child.

- If the eligibility group determines that additional data are needed and that these data cannot be obtained within the 60-day time frame (or the time frame established by the state) … §300.309(c) …allows the extension of the time frame with the mutual written agreement of the child's parent and the eligibility group.
  - Reading fluency skills
  - Reading comprehension
  - Mathematics calculation
  - Mathematics problem solving
- The student does not make adequate progress to meet chronological age or grade-level standards adopted in Rule 6A-1.09401, F.A.C., in one or more of the areas identified in section 1.a) (above) as determined through:
  - A process based on the student's response to scientific, research-based intervention, consistent with the comprehensive evaluation procedures in Rule 6A-6.0331 F.A.C.
- The group determines that its findings under paragraph (a) of this subsection are not primarily the result of one or more of the following:
  - A visual, hearing, or motor disability
  - Intellectual disability
  - Emotional/behavioral disability
  - Cultural factors
  - Irregular pattern of attendance and/or high mobility rate
  - Classroom behavior
  - Environmental or economic factors
  - Limited English proficiency

DOE SLD Eligibility Information

Florida Rules

- 6A-6.0331, F.A.C., General Education Intervention Procedures, Identification, Evaluation, Reevaluation and the Initial Provision of Exceptional Education Services
- 6A-6.03018, F.A.C., Exceptional Education Eligibility for Students with Specific Learning Disabilities

Florida Department of Education Resources

- 2021-22 K-12 Comprehensive Research-Based Reading Plans
- Bureau of Exceptional Student Education Discretionary Projects
- Learning Ally
- Problem-Solving/Response to Intervention (PS/RtI)
- Problem-Solving/Response to Intervention - Technology and Learning Connections (PS/RtI-TLC)
- Florida's State Personnel Development Grant (SPDG) - Strategic Instruction Model (SIM)
- Florida's Response to Instruction/Intervention State Web site
- Guiding Tools for Instructional Problem Solving Manual - Revised (GTIPS-R)

See Appendix J for Full Eligibility Protocol Form

Visually Impaired (VI)

As defined in Rule 6A-6.03014, Florida Administrative Code (F.A.C.), visual impairment including blindness means any impairment in vision regardless of significance or severity that, even with correction, adversely affects the student's educational performance. The term includes both partial sight and blindness, including ocular, brain-based and neurological disorders.

Criteria for Eligibility

- Medical report must include a diagnosis or provide information about a student's visual impairment. This medical report must be provided by a licensed ophthalmologist, optometrist, or neurologist.
- Functional vision assessment considers the student's performance of daily tasks across a variety of natural environments to determine factors that influence visual access.
- Learning media assessment considers and compares learning and literacy media in order to provide recommendations about which visual, tactual, and auditory learning media are appropriate for the student. These recommendations must consider the use of braille.
- Orientation and mobility screening considers the travel needs and abilities of the student in a variety of environments.

DOE VI Eligibility Information

Florida Rule

- 6A-6.03014, F.A.C., Exceptional Student Education Eligibility for Students Who Are Visually Impaired

Florida Department of Education Resources

- Florida Division of Blind Services
- Bureau of Braille and Talking Book Library Services
- Florida School for the Deaf and the Blind
- Florida's Educational Opportunities for Students with Sensory Impairments (PDF)
- Oportunidades educativas para estudiantes con discapacidades sensoriales en Florida (PDF)

Bureau of Exceptional Student Education Discretionary Projects

- Critical Initiatives in Visual Impairment Project (CIVI)
- Florida Instructional Materials Center for the Visually Impaired (FIMC-VI)
- Florida Division of Vocational Rehabilitation (VR)

See Appendix K for Full Eligibility Protocol Form

Hospital Homebound

A homebound or hospitalized student is a student who has a medically diagnosed physical or psychiatric condition which is acute or catastrophic in nature, or a chronic illness, or a repeated intermittent illness due to a persisting medical problem and that confines the student to home or hospital, and restricts activities for an extended period of time. The corresponding definition is found in State Board of Education Rule 6A-6.03020, Florida Administrative Code (F.A.C.)

Criteria for Eligibility

- Student has a medically diagnosed physical or mental condition, which confines the student to home or hospital for at least fifteen (15) days. The days DO NOT need to be consecutive.

- Parent or guardian/hospital administrator signs parental agreement concerning Hospital Homebound policies and parental cooperation.
- Physician provides a medical statement describing the handicapping condition and estimated duration of the condition and certifying that the student can receive an instructional program without endangering the health of the instructor or other students with whom the instructor may come in contact.
- The student must be able to participate in and benefit from an instructional program.

DOE HH Eligibility Information

Florida Statute and Rule

- Section 1003.01(3)(a), Florida Statutes
- 6A-6.03020, F.A.C., Exceptional Student Education Eligibility for Students Who Are Homebound or Hospitalized

Florida Department of Education Resources

- Hospital/Homebound Policy and Procedures Manual (PDF)
- District Standard Agreement for Homebound or Hospitalized Students (PDF)
- District Standard Agreement (PDF)

Documentation Required PRIOR to a team determining eligibility/ineligibility.

- **Required** – A Referral for Hospital/Homebound Instruction Form completed annually by a Florida licensed physician(s) or ANRP/PA working under direction of Florida licensed physician.
- **Required** – Registration Forms on File
  - Enrolled PREK Student with an IEP
  - Enrolled Kindergarten - Twelfth grade General Education or ESE student (Active Public School Student Only)
- **Required –** Parental consent for evaluation or reevaluation
- **Required** – Parental Agreement concerning hospitalized or homebound policies and parental cooperation signed by the parent, guardian, or primary caregiver.
- **Required** – Informed Consent for Evaluation

- Gen Education Student – Consent for Initial Evaluation
- Special Education Student – Notice and Consent for Reevaluation

❖ **Required** – Compliance Review signed

Documentation Required When a Team Determines Eligibility/Ineligibility for HH

❖ Notice of Eligibility/Ineligibility reflecting eligibility or ineligibility if not covered by Consent for Reevaluation from PEER.
❖ Conference Note in PEER
❖ IEP reflecting HH services if found eligible.
  - If a student is already receiving ESE services and will be in HH full time, the school-based services will show a duration date ending when HH begins or be placed on consultation. Typically, therapies are not provided in the home but may be on consultation during duration of HH.
❖ Consent for Initial Provision of Services (if first initial IEP)
❖ One Matrix (one for full time HH) OR Two Matrices (if intermittent and also receiving school-based services). Staff completing the Matrix must have attended Matrix of Services training
❖ Reply to original email sent by Hospital Homebound to notify them a meeting was held.

Documentation Required When an Extension has been determined by the physician.
If Physician submits an extension on District form and is found to be compliant the IEP is amended to reflect new duration dates on services and LRE

Documentation Required When a Dismissing or Discontinuing HH

❖ Prior Written Notice reflecting HH discontinuation if other eligibilities continue OR dismissal if only HH
❖ Conference Note in PEER in separate tab if HH is the only eligibility or on IEP if other eligibilities continue.
❖ IEP reflecting discontinuation of HH services (removal of eligibility on cover, ending duration on service and LRE) if other eligibilities continue.
❖ Complete a new Matrix to reflect continued eligibilities and school-based service IEP.
❖ Email hospital homebound staff

What are typical HH services?

Students typically receive direct specialized instruction services in the hospital/home OR virtual instruction with monthly consultation based on age, grade, ability levels, and individual student and accessibility needs.

Typically, students on full time HH do not receive school-based therapies. Students who are full time HH may be placed on quarterly consultation for therapies. A doctor may recommend medical relevant therapy, but this is not school based therapy. It is sought and provided privately.

How is the duration of services and the IEP determined?

The HH IEP services should be written through the physician's statement of estimated duration of services (re-entry date).
A meeting will be held when the cleared to return to discontinue the HH service. This would be an amendment if other eligibilities and services will continue. The IEP will be discontinued if no other eligibilities or services are needed/present.

***See additional file in Schoology for HH applications**

Early Learning and Family Support Evaluation Center

The Early Learning and Family Support Evaluation Center offers developmental screenings, multi-disciplinary evaluations and consultation service for young children suspected of having delays or disabilities. The Early Learning and Family Support Evaluation Center screens and evaluates pre-kindergarten children who are not enrolled in public school. These services help to identify a child's educational needs and determine if they qualify for special education

services through the School District of Manatee County.

All services are free and available to qualifying children. The Early Learning and Family Support Evaluation Center is available to any child 3-5 years old and living in Manatee County.

Developmental Screenings
Parents or others may notice concerning behaviors or a lack of skills unlike other children of the same age. A developmental screening may be helpful in determining if the child is experiencing a problem in one or more areas of development. That may include fine or gross motor skills, language understanding and use, speech, or problem-solving skills. Developmental screenings are conducted by a Child Find Specialist from Florida Diagnostic and Learning Resources System (FLDRS)

Multi-Disciplinary Evaluations
Multi-Disciplinary Evaluations can help determine if young children suspected of having delays or disabilities qualify for special education services before kindergarten. Depending on the child's needs, one or more of the following evaluations could be scheduled:

- Speech/Language
- Developmental (cognitive or behavioral)
- Social Work
- Occupational Therapy
- Physical Therapy
- Vision & Hearing

Parent Involvement
Parent participation is a very important and necessary part of the evaluation process.

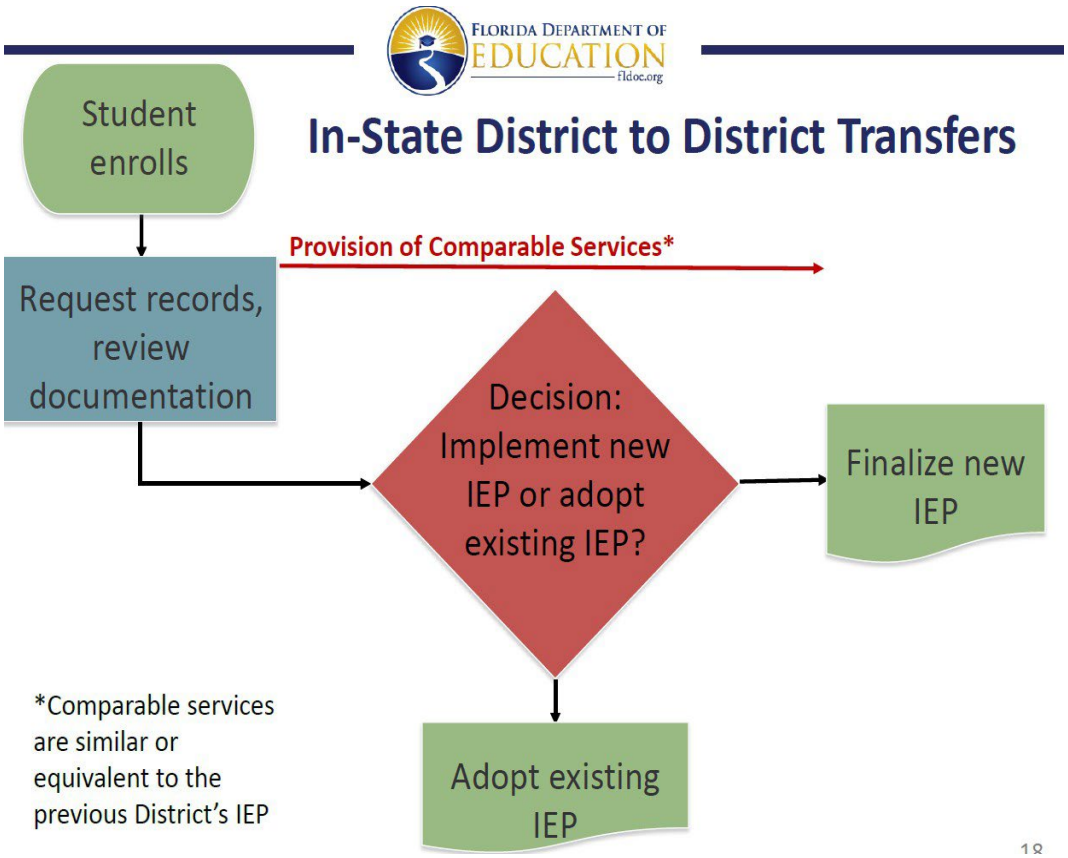
Parents will:

- Provide consent for evaluation and permission to obtain records.
- Share concerns and perspectives.
- Possess expert knowledge about what their child can and cannot do.
- Participate in the evaluations and conference.

Transfer Students

In State Transfers

An ESE student who is transferring from one Florida public school district to another who has a current IEP must be provided a Free Appropriate Public Education (FAPE) which includes services comparable to those described in the student's IEP from the previous Florida school district, until Manatee County does one of the following;



- Adopts the child's IEP from the previous school district. Review and revise the IEP as determined necessary based on the current needs of the student.

  OR

- Develops, adopts and implements a new IEP that meets the requirements of Manatee County School Policy within 30 calendar days.

Both of these require the ESE teacher to have an IEP meeting with the appropriate people to make any change to the IEP.

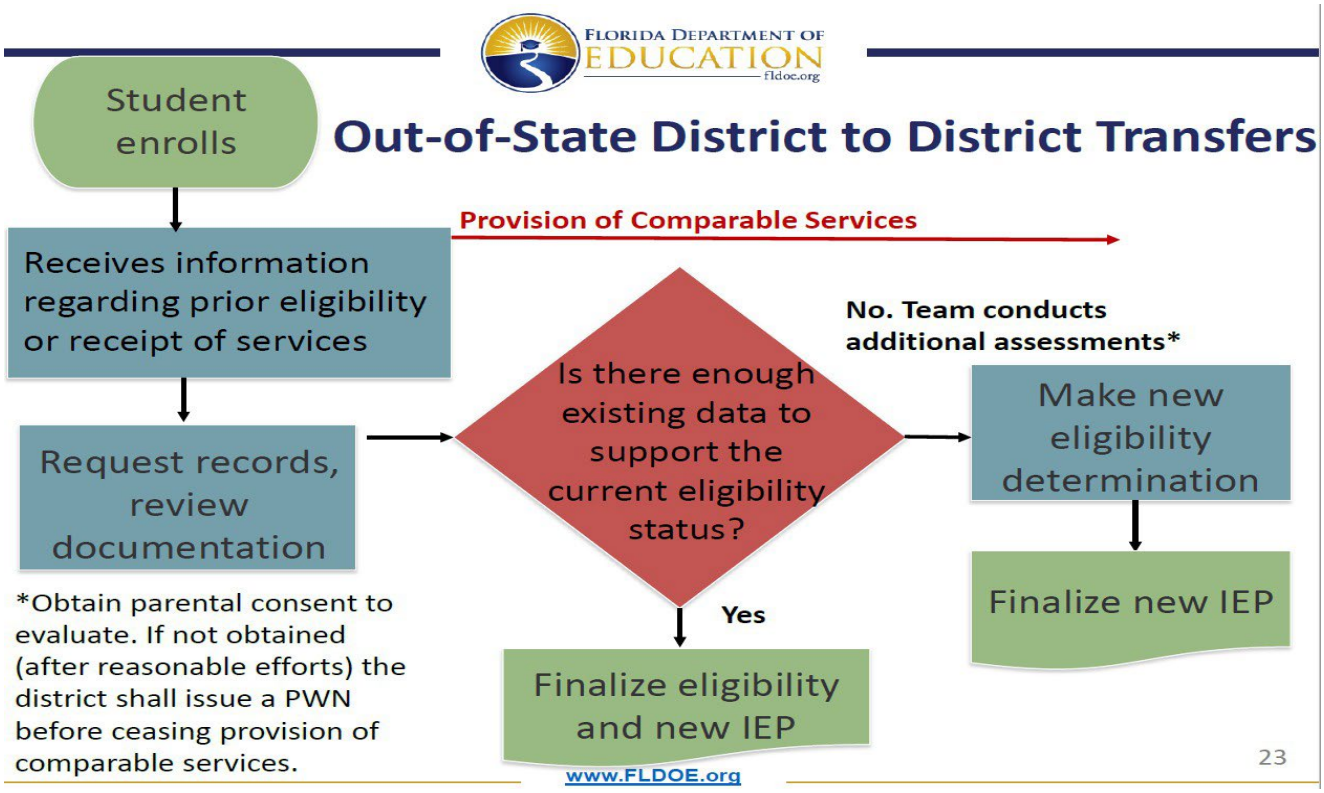
Out of State Transfers

An ESE student who is transferring from another state who has a current IEP must be provided FAPE which includes services comparable to those described in the student's IEP from the previous school district until Manatee County does both of the following:

- Conducts a records review by the team of professionals. An initial evaluation is only necessary if the records received are not comprehensive enough for the team to assign comparable services. If an initial evaluation is deemed necessary, the process for initial eligibility must be followed. This is an initial evaluation, and the 60-day timeline must be followed. During the evaluation, the student's out of state IEP is followed. Parental consent for evaluation is required.

  AND

- Providing the evaluation reflects the requirements of the school district, a new IEP will be developed that meets the requirements of Manatee. If the evaluation doesn't reflect the requirements of Manatee County Schools' policy, should be considered for dismissal.



Out of State Transfer Students OT/PT

Students who transfer from out of state with OT and/or PT on their IEP, must have an in-state OT/PT assessment before the student can receive therapy services. For PT students, they must also have a Florida licensed health care practitioner who has assessed the child or reviewed and signed a PT plan of treatment/referral. These are requirements of Florida Department of Health (DOH), which governs OT/PT and DOE is aware of this.

The following process should ensure continuation of FAPE to the student and compliance with the Florida OT/PT Practice Acts.

- ❖ Consent for evaluation is obtained immediately by the primary ESE service provider. (***Re-eval paperwork also needs to be completed*.)
- ❖ If a new IEP is written, OT/PT remains on the plan as it is stated on the transfer IEP (*There may be a rare exception when something different may need to be indicated*.)

As this student is transferring from out of state, an Occupational Therapy/Physical Therapy assessment is required prior to provision of therapy in order to comply with the Florida Department of Health OT and/or PT Practice Act(s). This assessment will be completed immediately and as soon as it is completed, treatment will begin, and parent will be notified.

- ❖ The OT/PT assessment is made a priority to not deny the student FAPE. This assessment can include any of the following or a combination of the following:
  - Review of Records
  - Observations
  - Hands-on testing
  - Input from previous therapist, school staff
- ❖ When the OT/PT assessment is completed, the team convenes for an Eligibility Meeting.

Important - This process must be completed in a timely manner to ensure continuation of FAPE. Sometimes compensatory services may need to be provided in the event FAPE is denied due to a delay in the provision of OT/PT.
Important - In the event that a review of records is sufficient, and no further assessment is warranted, the development of plan of treatment, goals and parent contact may occur at the IEP meeting without any delay of therapy services.

Military Children

Changing schools can be a serious undertaking for military families and military children. Education curriculum and education requirements can vary tremendously between states and between school districts. The 2008 Legislature created a section in Florida Statue authorizing the Governor to execute the Compact, and the rules became effective January 1, 2010, and were reauthorized May 11, 2010, and again in May of 2019.

The Compact assures that the receiving state school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include (but are not limited to) gifted/talented programs and English as a second language (ESL). The receiving school may perform subsequent evaluations to ensure appropriate placement and continued enrollment of the student.

An IEP would be created for the student upon arrival at school.

Individual Education Plans (IEP)

An Individual Education Plan (IEP) is a written plan outlining the special education of a student with a disability. The IEP provides a description of the services required to support the needs of students identified as having a disability.

The IEP provides a clear and accurate description of the special education services and supports that address the educational needs of a student with a disability.
The IEP is the primary vehicle for communicating the school district's commitment to addressing the unique educational needs of a student with a disability. An individual family support plan (IFSP) is developed for children with disabilities ages birth through three. An IFSP can be used instead of an IEP for children with disabilities ages three through five at the discretion of a district and with parental approval.

The process of developing an IEP has evolved since 1975 through federal and state legislation, case law, and state and local school district policy. It is the responsibility of each state and school district to develop procedures consistent with the requirement that all students with disabilities have access to a FAPE in the least restrictive environment (LRE). Although rules and regulations governing this requirement are complex, the purpose is straightforward and clear. The federal law, the IDEA, requires that:

- Students with disabilities who meet the criteria of one or more categories of disability specified in law and who need special education services must have an IEP.
- The IEP must be reviewed at least annually and revised, as necessary.
- Due process rights are guaranteed.
- Student records are confidential.
- Parents are important partners in the IEP process and must be invited to all IEP meetings.

Resource: Developing Quality Individual Education Plans

https://www.fldoe.org/core/fileparse.php/7690/urlt/0070122-qualityieps.pdf

Meeting Notice for Individual Educational Plans (IEP)

The following people are REQUIRED TEAM MEMBERS and must always be invited to an IEP team meeting:

- Parent/guardian,
- LEA Representative
- Exceptional Student Education (ESE) teacher
- Interpreter of Evaluations
- General Education Teacher

Creating a Meeting Notice

Create Meeting Notice in PEER. Parents must be given 10 days' notice prior to a meeting. With parent approval (in person, by phone or in writing) the meeting may be scheduled in less than 10 days if necessary.

Purpose for the Meeting

The ESE Department Chair or ESE Case Manager determines the purpose of the meeting. There could be more than one option that applies.

- Initial IEP
- Annual Review
- Interim IEP
- FBA/BIP
- Identifying Transition Services
- Manifestation Determination
- Part C to Part B Transitions
- IEP Amendment
- Consideration of Post-Secondary Goals and Transition Services
- Evaluation/Reevaluation
- Eligibility

Parent(s)/Guardian(s) must be informed in writing of purpose of the meeting. Only the topics that are listed on the parent's invitation can be discussed at the meeting. Anytime the purpose of the meeting changes prior to the meeting date, a new invitation must be created indicating all the purposes of the meeting. If additional topics arise during the meeting, see IEP Meeting

procedures for guidelines.

Not an IEP Meeting:

Do not use the IEP meeting notice in PEER when:

- ❖ Reviewing data, including Tier2/3 data, BIP data
- ❖ Reviewing outside evaluations obtained at parent expense.
- ❖ FBA/BIP reviews
- ❖ Addressing Parent concerns

For meetings such as these, follow the school procedures for parent conferences. Conference notes can be taken in PEER. If it is recommended to amend the IEP based on the meeting, a separate IEP meeting must be convened with the appropriate people in attendance.

Required Meeting Participants

IEP development is a collaborative effort involving the parents, school district representatives and other service providers, and the student, as appropriate.

People who must be present:

- ❖ Parent
- ❖ Student if appropriate (8th grade or year the student turns 14)
- ❖ ESE Teacher of the student
- ❖ Regular Education Teacher
    - Required if the student is, or may be, participating in the general education environment. Their role is to be able to discuss the general education standards, how the student functions in the general education classroom (if applicable), appropriate behavior interventions for the general education environment and other support (assistive communication or other school personnel) as needed.
- ❖ Representative of the School District (Local Education Authority, LEA)
    - School Administrator or designee authorized to allocate funds. LEA is qualified to supervise provision of specially designed instruction, knowledgeable about resources available from the public agency (schools or other) and the ability to commit the resources. This person ensures that legal requirements and standards

are being met.

- ❖ Individual to interpret test results.
    - Individual who can interpret test results (including but not limited to Speech/Language info, psychological evaluations, behavior information, social work assessment…) and the implications as they relate to performance in the academic setting. This person may be serving another role on the team.
- ❖ Interpreter if necessary
- ❖ Anyone else who provides services to the student such as but not limited to: Speech/Language Therapist, Occupational Therapist, Physical Therapist, School Counselor…
- ❖ At the discretion of the district or parents anyone with knowledge or special expertise about the child.

A District employee may act as 2 roles of the mandatory 4. A parent may only sign as the parent even if employed by the District.

IMPORTANT

Parent(s)/Guardian(s) may bring additional persons who have special knowledge or expertise about their student.
If the parent brings an attorney to a meeting without prior notice, do not begin the meeting. Contact the ESE Department and at the discretion of the ESE Coordinator assigned to your school, the meeting may need to be rescheduled with an attorney to represent the District.

Required Meeting Participants must be checked in order to send home the meeting notice. Parents must attend an initial IEP meeting. A student cannot begin to receive services without Consent for Placement being signed.

Attendance Not Necessary

A member of the IEP Team described in paragraphs (a)(2) through (a)(5) of this section is not required to attend an IEP Team meeting, in whole or in part, if the parent of a child with a disability and the public agency agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting. 34 CFR §300.321 (e)(1)
There are times during an IEP meeting when certain areas of the IEP are not being discussed or modified. Please mark the appropriate person. If this area does come up for discussion during

the meeting and the representative is not in attendance, the discussion must be tabled, and another meeting may be necessary.
The parent must agree to the Absence prior to the meeting on the Meeting Notice page.

Team Member Excusals

A member of the IEP Team described in paragraph (e)(1) of this section may be excused from attending an IEP Team meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, **if:**

- The parent, in writing, and the public agency consent to the excusal; and
- The member submits, in writing to the parent and the IEP Team, input into the development of the IEP prior to the meeting. 34 CFR §300.321 (e)(2)

General Education Teachers may not be excused from 3-year Reevaluation Meetings, Manifestation Determination meetings, Change of Placement Meetings or ESE Dismissal Meetings.

Excusals are different than Attendance not being necessary. The Excusal occurs when participants' area of the curriculum or services are being discussed or modified during the meeting. The participant MUST provide written input to the IEP team, including the parent **PRIOR TO THE MEETING**. The parent must agree to the Excusal prior to the meeting on the Meeting Notice page. If the parent does not agree to the excusal the meeting must be rescheduled when everyone can attend.

The input form can be located on PEER.

Once EP/IEP/Team Forms is located, the Teacher/Service Provider Input form is toward the bottom of the list. This can be downloaded, printed or sent as an email attachment.

Document in the conference notes the individuals who are excused, written input received and the parent approval of that excusal.

Documenting Record of Contact Attempts

You must document every attempted contact. There must be at least two legal contacts attempted. One must be written. A legal contact is:

- ❖ Mailing a copy home via US Mail
- ❖ Speaking to the Parent/Guardian in person (phone messages or written messages are not acceptable).
- ❖ Email a copy via email address in Focus (if email is returned, it is not acceptable).
- ❖ A meeting may be conducted without a parent in attendance if the district is unable to obtain the attendance of the parents in the case of updating an IEP. Maintain a record of attempts in PEER to arrange a mutually agreed on time and place. Print a copy of these attempts to place on the left side of the main file. These records include such items as:
- ❖ Detailed records of telephone calls made or attempted and the results of those calls.
- ❖ Copies of correspondence sent to the parents and any responses received.
- ❖ Detailed record of visits made to the parent's home or place of employment and the results of those visits.

If a parent doesn't respond to the meeting notices after a minimum of 2 legal contacts have been made, the meeting can proceed without the parent. The following must be done:

- ❖ Document in the Conference notes the parent was not in attendance.
- ❖ If changes in the IEP occur, Prior Written Notice must be sent home. The initiation date of change must be at least 10 days from the date of the meeting. This allows parents' time to dispute the change in writing. If this occurs another meeting must be held.

If the parent indicates they will attend the meeting on the first notice home, there is no need to send a second. Keep the notice and put it in the main file on the left side with the finalized IEP.

If a parent indicates they will attend the meeting and doesn't attend, the team must make an attempt to contact them via phone. Options include:

- ❖ Wait for the parent to arrive at the school.
- ❖ Proceed with the meeting via phone conference.
- ❖ Reschedule the meeting for a mutually agreed upon time.

If unable to contact the parent, proceed with the IEP meeting as planned. Make note in the conference notes the parent indicated they would attend and then didn't. Finalize the IEP and send it home.

Exceptional Student Education Procedural Safeguards

Procedural Safeguards are the rules outlined in IDEA that give parents the right to participate, have notice, and give consent. The procedural safeguards also determine how parents and schools can resolve disputes through mediation, due process, or complaint procedures. Parents must be provided a copy of their procedural safeguards only one time a school year, except a copy must also be given to parents for these occasions:

A copy of the procedural safeguards must be provided to the parent(s) at least one time each school year in their native language when possible. It must be given to the parent prior to the initial/annual IEP meeting. At the beginning of an IEP meeting the parent should be asked if they received the copy and if they need clarification about the procedural safeguards.
A copy must also be provided for the following reasons:

- Initial referral for evaluation
- Receipt of the first state complaint within the school year
- Filing of the first due process request within the school year
- In accordance with the discipline procedures in Rule 6A-6.03312
- Parental Request

Procedural Safeguard sources are the ESE teacher or ESE department chair and the Manatee School District ESE Department at (941)751-6550.
The Procedural Safeguards must be provided to the parent in the native language or other mode of communication used by the parent unless it is not feasible to do so. The IEP team should ensure that parents understand their rights and responsibilities as set forth in the Procedural Safeguards.
https://www.fldoe.org/core/fileparse.php/7690/urlt/0070135-procedural.pdf

Individual Education Plan (IEP): Annual Review

The IEP Team consists of parents, student (when appropriate, but required at age 12 and above). ESE teacher of the student, regular education teacher, LEA, Individual to interpret test results, anyone else who provides services to the student, Interpreter (if necessary), and at the discretion of the district or parents, anyone with knowledge about the child. All IEPs must be created in PEER.

Plan Information

If the meeting notice has been completed correctly, some of these dates will be prepopulated. It must be reviewed for accuracy.

Meeting Date: The date the team meets and develops the IEP.

Initiation Date: The date the plan goes into action, usually the day after the meeting.

Duration Date: How long the plan is good for (1 year minus a day from the meeting date).

Review Due Date: One year from the meeting date. Populated by PEER, do not change.

Reevaluation Due Date: 3 years from the last Evaluation/Reevaluation process.

Date of Most Recent Amendment: prepopulated if applicable (Amendment=Revision)

Amendment Date: If this is an amendment meeting, the date of the meeting. For every amendment meeting this date will change to reflect the most current amendment. The past amendment date will be found in Date of Most Recent Amendment.

Transition IEP: Transition planning is to make sure students with disabilities are being prepared to achieve their postsecondary goals. For further procedures see the section on Transitions.

- Beginning with the IEP that will be in effect in the seventh eighth grade or the year the students turns 12, whichever comes first, the IEP team must begin the process:
- Identify the transition service needs of the student,
- Determine the course of study (pathway to graduation)
- Determine the need for instruction in the area of self-determination, if appropriate.
- Beginning with the IEP that will be in effect in the year the student turns 16,
- Include appropriate measurable postsecondary goals.
- Develop a statement of transition services that will reasonably enable the student to meet those postsecondary goals.
- Address annual IEP goals related to the student's transition needs.
- Meeting Purpose: Check all that apply. Parent(s)/Guardian(s) and students must be given advance notice in writing of everything that may be discussed. Only the topics

that are listed on the parent's invitation can be discussed at the meeting.

- ❖ Beginning with age 12, Identifying Transition Services Needs must be checked.
- ❖ Beginning with age 16, Consideration of Postsecondary Goals and Transition Services must be checked.

Primary Exceptionality: This is determined by the IEP team. Check one

Other Program and Service Areas: Check all that apply

Special Considerations

The IEP team must consider additional factors for each student to determine if the student has needs that must be addressed in the IEP. Consideration of special factors may follow the review of the student's strengths, evaluations and concerns of the parents or guide the review of information and records prior to the meeting. For example, if the student has exhibited behaviors that have impeded the student's learning, the IEP team would need to make sure attendance and discipline records are available, as well as any FBAs or positive BIPs. The list of special considerations may also be reviewed at the end of the development of the IEP to make sure all were appropriately considered and documented.
This section includes a brief discussion of each special factor with questions IEP team members may use to make sure all needs are considered. Many IEP forms include a list of factors that can be checked to indicate whether the student has a need in one or more of these areas. If the IEP team answers "yes" to any of the questions, the student's needs must be addressed and documented in appropriate places in the IEP, including the present level statements, annual goals or special education services and supports. Evidence of the consideration will be included in the section of the IEP with explicit statements that reflect each special factor.

Behavior

- ❖ Does the student's behavior impede his/her learning or the learning of others?
  - To answer this question with" Yes", the student must have documentation in the form of data collection that shows there are significant behaviors impeding his/her learning or the learning of others. This must be addressed with *all* students with an Emotional Behavioral Disability. If "Yes" is checked there must be statements in the Present Level and a goal on the IEP to address the issue.
- ❖ Does the student have a functional behavioral assessment (FBA and/or positive behavior intervention plan (BIP)?

- If this is checked “Yes” the FBA/BIP must be current or reviewed within the last year. The BIP must be actively used in the school environment.
- If “No” is checked state what tiered behavior interventions are being used in the school environment with the student. For example, Check in, Check out, point sheets, level system, etc.

English Language Learners (ELL)

If the student is an English Language Learner that has qualified for ESOL services, the student would be considered to have limited English proficiency. This information can be checked through FOCUS or with the ELL contact at the school site. Specific ELL strategies used in the classroom are how language needs are addressed. Any ELL accommodations that are required need to be in place should be addressed on the IEP. This is <u>not</u> where Language Services from the Speech/Language Therapist would be recorded.

Sensory Impairments (Visually Impaired or Deaf/Hard of Hearing)

Visually Impaired

Students who are visually impaired have disorders of the eye that even with the best possible ocular correction, interfere with learning. A student’s medical information from an ophthalmologist or optometrist is used to determine the medical eligibility. A prescription for glasses alone is not sufficient for “Yes” to be checked. If the student does not qualify for the visually impaired program “No” should be marked. A student qualifying for Dual Sensory Impairment would be checked “Yes”.

Communication Needs

This will be “Yes” if goals in the Communication Domain will be written. This includes students receiving Speech Therapy, Language Therapy or students who have communication goals related to disabilities such as DHH, ASD, InD and EBD.

Deaf or Hard of Hearing (DHH)

A student who is deaf or hard of hearing has a hearing impairment, aided or unaided, that interferes in processing linguistic information and that adversely affects communication, developmental skills, academic achievement, vocational career skills or social emotional

adjustment. The degree of loss may range from mild to profound. If the student does not qualify for the DHH program "No" should be marked. A student qualifying for Dual Sensory Impairment would be checked "Yes".
Describe the opportunities for direct communication and/or direct instruction in native language (e.g. English, Spanish, American Sign Language).

A Communication Plan

The DHH teacher will draft this plan prior to the meeting. It will be completed and finalized during the IEP meeting. This must be uploaded into PEER upon completion and become part of the IEP.

Communication Needs

The communication needs of all students with disabilities must be considered in the development of the IEP. This is particularly important for students who are identified as DHH, DSI, language impaired or speech impaired. The academic level and opportunities for direct instruction in the student's own language and communication mode should be considered. The IEP team may use the following questions to determine the language and communication needs of the student:

- How do the student's difficulties with expressive or receptive language impact the student's academic level in reading, writing and other content areas?
- Does the student require assistive devices to communicate with peers and school personnel?
- What other considerations related to communication in the home and community should be addressed?

The answers to these questions can guide the IEP team in considering the most effective and comfortable mode of communication for the student, as well as the need for services and supports.

Assistive Technology Devices

The need for assistive technology devices and services must be considered for all students with disabilities. An assistive technology device is defined as "any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is

used to increase, maintain, or improve functional capabilities of a student with a disability" (Rule 6A-6.03411(1)(b), F.A.C.). The device may be as simple as a pencil grip or as complex as an electronic communication device. Assistive technology services may be needed to select, acquire or use an assistive device. Services may include functional evaluations; customization and maintenance of devices; training or technical assistance for the student, family, or professionals; and coordination with other therapies or services in the use of the devices. The IEP team may use the following questions to determine the student's assistive technology needs:

- What does the student need to be able to do within the student's educational program (writing, reading communicating, seeing and hearing) that the student is not able to do because of the student's disability?
- Does the student currently have difficulty completing a certain type of task with special strategies or accommodations?
- Does the student currently use assistive technology (devices, tools, hardware or software) to address this task?
- Would assistive technology help the student perform this skill more effectively or efficiently in the LRE, or would it help the student perform this skill successfully and more independently?

If the answer to any of these questions is "yes," the IEP team may recommend that the student be evaluated to determine current and future needs for assistive technology or begin trials of assistive devices already identified. This may take place as part of the initial comprehensive evaluation used to determine eligibility or as follow-up. A local assistive technology specialist or other professional may be asked to suggest different types of devices or assess the appropriateness of an assistive technology device for a student based on equipment trials and observations. For some students, a more in-depth evaluation may include sensory, language, physical and cognitive assessments performed by an interdisciplinary team. If the IEP team recommends that a student receive an assistive technology evaluation, the assessment must be completed within 60 school days (FDOE, 2013, August 21).

An assistive technology device is any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability. Only check "Yes" after the Assistive Technology Evaluation is completed, and the IEP team determines Assistive Technology is necessary.

For more information, please visit the Technical Assistance Paper
https://info.fldoe.org/docushare/dsweb/Get/Document-6801/dps-2013-65.pdf
Physical Education

Most students will participate in a regular PE class.
Specially Designed PE is a separate class. Specially Designed PE is for an extremely small number of students with specialized needs. It requires individualized goals. It is an IEP team decision.

Extended School Year

ESY needs must be considered minimally during one IEP meeting during the school for every ESE student.

Extended school year services are special education and related services provided beyond the normal 180-day school year. ESY services are provided only if the IEP team determines the services are necessary for an individual student. Some questions that may be used to determine a student's need for ESY services are:

- Does the data indicate the likelihood that significant regression will occur in critical life skills related to academics and those skills cannot be recouped within a reasonable amount of time?
- Does the data indicate the likelihood that significant regression will occur in critical life skills related to communication and those skills cannot be recouped within a reasonable amount of time?
- Does the data indicate the likelihood that significant regression will occur in critical life skills related to independent functioning and self-sufficiency and those skills cannot be recouped within a reasonable amount of time?
- Does the data indicate the likelihood that significant regression will occur in critical life skills related to social/emotional development or behavior and those skills cannot be recouped within a reasonable amount of time?
- Is the nature of severity of the student's disability such that the student would be unlikely to benefit from his/her education without the provision of ESY services?
- Are there extenuating circumstances pertinent to the student's current situation that indicates the likelihood that FAPE would not be provided without ESY services?

Registration forms for ESY will be sent to school sites in early spring. Students must register for the ESY program.

The IEP team decision to provide ESY services may be made at any point during the year. The discussion should be documented in the report of conference as well.
ESY does not have to be the traditional ESY. It could come in the form of Summer Reading Camp or some other summer opportunity the district provides providing the student meets the same criteria for need as the general education students attending. The IEP team must document their decision on the IEP and in the conference notes.

When should the IEP team consider ESY?

The federal regulations comments section referencing 34 CFR §300.309 states that public agencies should make determination of need in a timely manner so that a student with a disability who requires ESY services in order to receive FAPE can obtain the necessary services. An eligibility determination would be considered timely if there were sufficient time for the parent to appeal a denial of ESY services before the break in services occurs.

Parental requests for ESY services

Parental requests for ESY services must be considered. However, if ESY services are requested by the parent but the IEP team does not see the requested ESY services as necessary for the provision of FAPE, then a written informed notice of refusal must be provided.

ESY is not:

- Childcare
- Respite care
- Intended to maximize educational opportunity or potential growth
- Based on a specific area of disability, level or service or type of classroom placement
- One size fits all
- A longer school day

For a student to be eligible for Extended School Year one of the following must be true:

- ❖ Significant regression will occur in critical life skills related to academics, or pre-K students, developmentally appropriate preacademic skills and those skills cannot be recouped within a reasonable amount of time without ESY services.
- ❖ Significant regression will occur in critical life skills relate to communication, and those skills cannot be recouped within a reasonable amount of time without ESY services.
- ❖ Significant regression will occur in critical life skills related to independent functioning and self-sufficiency; those skills cannot be recouped within a reasonable amount of time without ESY services.
- ❖ Significant regression will occur in critical life skills related to social/emotional development or behavior; those skills cannot be recouped within a reasonable amount of time without ESY services.
- ❖ Student is at a crucial stage in the development of a critical life skill, and a lapse in services would substantially jeopardize the student's chances of learning that skill, including emerging skills as well as critical points of instruction on existing skills.
- ❖ Nature or severity of the student's disability such that the student would be unlikely to benefit from his/her education without the provision of ES services. The nature of the disability may include the student's rate of progress.
- ❖ Extenuating circumstances pertinent to the student's current situation that indicate the likelihood that FAPE would not be provided without ESY services, including but not limited to:
    - Requires job coach to be successful at a newly acquired job
    - Remain in existing LRE and prevent movement to a more restrictive environment
    - Frequent health-related absences have significantly impeded progress on goals related to critical life skills.

The Determination of Need form must be completed with all questions being answered. If the answer to any one of them is yes and there is data to support the decision, the student can be recommended by the IEP team for ESY. Upload the Determination of Need Form in PEER after the meeting.

Self Determination and Self-Advocacy

Self-determination skills will help the student be able to actively and effectively participate in IEP team meetings and be able to self-advocate so that postsecondary goals can be identified by age 16.
If the student is 11 or younger at the time of the IEP meeting, "N/A due to age" may be

marked.
If the student is in seventh grade and beyond or will be turning 12 prior to the expiration of the IEP, the IEP team must discuss the student's needs in the area of self- determination and self-advocacy. The team will indicate whether the student had needs in these areas by checking "Yes" or "No."

If "Yes" is checked the team must describe how the need for instruction in self-determination and self-advocacy will be addressed. It can be addressed:

- In annual goals, short term objectives or benchmarks on the IEP.
- Through services in the IEP.
- In character education in general education classes.
- Through training in the form of ½ day or full day workshops for students in general education classes.
- Through 1:1 information sessions with a guidance counselor or ESE teacher of record.

The instruction may differ by age and ongoing assessment must be conducted to determine a student's needs.

Graduation

N/A (due to age of the student) Choose this for students in elementary school and middle school. Diploma option decision should be made at the end of the 8th grade year.

If a student is 14 or finishing 8th grade, describe how the student is being prepared to graduate with a standard diploma. Explain how the student and parents have been informed of the diploma options and designations.

A good resource for parents on the graduation requirements and diploma options can be found at

https://www.fldoe.org/core/fileparse.php/7764/urlt/standarddiplomarequirements.pdf

Health Concerns

Document any significant medical information This can be obtained from the health file or the school nurse. Any information that includes a diagnosis, procedures done at school, medications, glasses or information pertinent to educating the student must be documented. If parents give you more information and it is not documented by a doctor's diagnosis indicate, "Parent reports…."

Results of State FAST

Information from state testing (FAST) can be found in FOCUS and entered into PEER by the ESE Case Manager.

Results of other state-wide or district assessments(s)

Florida Alternate Assessment scores, FCAT and FAST FSA retakes, End of Course Assessments (EOCs, TeachTown and/or Benchmark assessment results are reported here. This information can be obtained through Focus.

Results of the initial or most recent evaluation: This should be information found in the official ESE file that narrates the most recent evaluation results which can be found on the right side of the folder. All areas that have been evaluated must be documented here. It might mean going back through several evaluations to find all necessary information. This could include any recent psychological testing, progress monitoring results, speech/language evaluations, school social work assessment, results of behavior rating scales, FBA results including function of behaviors, OT/PT evaluations, etc. Each service provider can add their own evaluation information. This does not include information from above or classroom data collection.

Domains

Check the appropriate domains for which present level statements and goals will be developed. These domains should reflect what the educational needs are for the student during the next school year. Domains must address all areas for which a student receives ESE services. For each domain checked present level statements and goals must be present on the

IEP.
Students 14 and younger must have at least one Domain checked.
Transition IEPS for students age 15 and older will address the transition area "Instruction" instead of Curriculum and Learning when appropriate. Other Domains are still applicable as appropriate. (See Transitional IEPS for further information)

- ***Curriculum and Learning Environment or Instruction:*** It is a separate present level of educational performance. Annual goals/objectives are needed for each specific non-proficient curricula area related to the student's disability.
- ***Social and Emotional Behavior:*** Required for all EBD students and for students whose behaviors and/or social skills impede academic progress. It addresses behavior management, social skills development, and socialization. There must be documented evidence of the social/emotional needs in the present levels statement and goals of the IEP.
- ***Independent Functioning:*** required for all InD students. It includes the skills and knowledge associated with personal daily living and care, accessing community resources, and organizational strategies. Modifications to the instructional setting may also be required with this domain.
- ***Communication:*** required for all Speech and/or Language impaired students. It addresses the student's ability to participate effectively in initiating and responding to communication. The majority of communications goals are usually developed by the speech/language pathologist, there are times when communication issues interfere with the student's learning are appropriately addressed by the ESE teacher.
- ***Health:*** use for students with a Health Care Plan or a Nursing Plan or health services needed in order to benefit from special education services. This includes services provided to students who have special health care needs resulting from their disability. Services may be related to providing, monitoring, and assessing health conditions, provision of related health care, and interagency collaboration. If this Domain is marked there must be goals written for it.

Interagency Responsibilities

This is for students who require the support and services of agencies to attain post-secondary goals. Indicate specific agencies that will be involved with meeting the needs of students after graduation.

Parent's Concerns for their child

It is the responsibility of the case manager to obtain parental input. This can be obtained directly from the parent during the IEP meeting, from the parent input form, from a previous parent-teacher conference or previous contact with the parent. This section may not be left blank. Any other statement about not being able to obtain input is not acceptable.

Transitions Service Activity Areas

If transition services are being provided, at least one of the activity areas must be selected. Upon selection of one of these areas, present level statement and goal(s) should be written.

Transition Components for students 12 and older

The intent of quality transition planning is to make sure the process prepares students with disabilities to achieve their post-secondary goals. IEP teams must carefully consider where each student is heading after high school and determine what services are needed to assist the student in reaching his postsecondary goals.

Student Input, can be obtained in the following manner:

- Student or parent conferences
- Informal Assessments
- Situational Assessments conducted in a community-based instructional setting
- Student Transition Assessments

Student Input must be:

- Age Appropriate
- Gathered over time
- Reflect the student's strengths, preferences, and interests
- Information from multiple sources

Describe the student's strengths, preferences and interests.

Post-Secondary Goals

Guidelines for Post-Secondary Goals:

- ❖ Measurable
- ❖ Intended to occur after graduation (i.e. "Within six months of graduation….")
- ❖ Include a timeframe
- ❖ Reviewed and possibly updated annually.

Independent Living is only required where appropriate. The IEP team makes this decision based on transition planning. *If no goal is needed, indicate that the team has determined the goal was inappropriate.*

Changes in Post-Secondary Goals

If any changes are made to post-secondary goals, the parent and/or adult student must approve the changes. If the parent or adult student was not present at the IEP meeting, he/she must be notified in writing of the changes and be asked to notify the district if he/she does not approve. If the parent and/or adult student does not approve of the changes made to the goals that must also be noted on the IEP.

Deferring the receipt of a standard high school diploma

The decision to defer must be made in writing to the district by May 15th of the graduation year. If a student does not defer, FAPE ends at graduation. If a student does defer, the student may participate in the graduation ceremony.
The IEP team may defer the receipt of a standard high school diploma if the student meets the following criteria:

- ❖ IEP includes special education, transition planning, transition services or related services through age 21

  AND
- ❖ The student is enrolled in:
  - Accelerated college credit instruction pursuant to 1007.27, F.S.
  - Industry certification courses that lead to college credit
  - A collegiate high school program
  - Courses necessary to satisfy the Scholar designation requirements.
  - A structured work-study, internship or pre-apprenticeship program. The student must require special education services to be successful.

Transfer of Rights

A student must be notified at least twice of the transfer of rights.

First Notice

The IEP for a 17-year-old includes a statement that the student has been informed of the rights that will transfer at age 18. Rule 6A-6.03311(3)(h)11, F.A.C.

The student must be informed of the transfer of rights initially no later than their 17th birthday. This first notice must be documented on the student's IEP written before the student's 17th birthday (the student is 16 years old at this meeting). Information about the transfer of rights is provided at the IEP team meeting.

This information must include: Informed consent to grant permission to access confidential records protected under the Family Educational Rights and Privacy Act (FERPA) as provided in Section 1002.22, F.S.

- ❖ Powers of attorney as provided in Chapter 709, F.S.
- ❖ Guardian advocacy as provided in Section 393.12, F.S.
- ❖ Guardianship as provided in Chapter 744, F.S.

Second Notice

A separate and distinct notice of the transfer of rights was provided closer to the time of the student's 18th birthday. Rule 6A-6.033118(c), F.A.C.
This second notice must be documented on the student's IEP written before the student's 18th birthday (the student is 17 years old at this meeting). Information about the transfer of rights is provided at the IEP team meeting.

The student and the parent jointly hold the right to:

- ❖ Prior Written Notice
- ❖ Notices of IEP team meetings
- ❖ Procedural safeguards.

If the school has received documentation from a court of law that a student has been determined to be mentally incompetent under State law, then rights would not transfer to the student. The parent or court appointed guardian retains these rights.

Present Levels, Goals, and Objectives

Present level statements contain comprehensive and understandable information about the student that is based on data from a variety of sources across applicable domains/transition service areas. They are to be developed for every demonstrated area of student need**. Each domain previously indicated on the IEP on the General Factors and Data page must have a present level statement that is relevant to that domain and measurable goals.** It is important the statements be written in language that is easily understood by all who will use the student's IEP.

Strengths

Write a narrative that summarizes the students' strengths. A student's strengths may involve specific areas of the curriculum where the student is performing well and the student's preferences and interests. Strengths may include the student's abilities or behaviors in home, school, community and work settings. Data collected in the area being described should be used to support strength statements. **When describing strengths, the focus should be on specific skills that relate to the domains.**

Levels of Achievement and functioning based on classroom data

This would include any diagnostic data used in the classroom to identify student levels. If a student has reading goals, this data should address the areas of reading (phonemic awareness/phonics, word analysis, vocabulary, comprehension and fluency) that are nonproficient. If any student receiving ESE services is not proficient in reading he/she MUST have reading goals in their IEP. If a student has math goals the data should address the areas of math that are nonproficient. Keep in mind many state/district assessments are not diagnostic and should not be the primary source of data used to establish the student's present level. This area would also include information from data based on target behaviors and/or replacement behaviors. *This information must be updated annually.*

Disability affects the student's involvement and progress in the general curriculum

Include a description of the specific skills, behaviors, or capabilities impacted by the disability and state how it affects the student's performance (learning and behavior). The purpose of this statement is to guide the IEP team when determining services, supports, and accommodations for the student. Do not refer to the specific exceptionality. Data collected in the area being described should be used to support effects of the disability statements. Examples:

- As a result of his disability, John has difficulty recognizing vocabulary words and comprehending grade level materials. He is able to comprehend and remember the content when the information is presented in an audible format.
- As a result of a short attention span, Sue has difficulty staying on task and completing assignments.

In summary, the present level statement should include the relevant data sources, student strengths, levels of achievement and performance, and effect of the disability that will lead to goal statements and the identification of services and supports. ***The present level must be so descriptive because goals are written directly from the information in this section of the IEP.***

Goals/Objectives

A measurable annual goal is a yearly target that addresses a student's educational needs as identified in the present level statement. It describes the specific or target skill or behavior to be mastered within 12 months in measurable (observable) terms. Goals must be written for all Domains checked. If the Health domain is checked there may be instances when no goals are required for the student. Write N/A in the goals section.

3 basic components of a measurable goal

- *Observable Behavior*–describes what an individual student needs to do:
  - You must be able to see or hear what the student is supposed to do.
  - The behavior must relate to needs identified in student data.
- *Conditions* – describe circumstances/assistance needed to perform the skill or behavior (include as needed).
- *Criterion* – describes what will be measured and sets the mastery level for attainment of the goal in a statement that is understood by ALL. Select the criterion appropriate to the behavior you are measuring:

- Grade or Age level – assigns a number value to student performance for a described skill. The source is stated (test name, districted adopted curriculum).
- Rate – the expected accuracy or frequency of a performance. Rate must compare the number of correct items, behaviors, trials, or units of time to the total possible behaviors, trials, or time units.
- Time – a time segment in which the behavior must be performed. The parameters for completing the performance are included. This criterion is used when speed of performance is important.
- Percentage – when using this criterion, the "whole" or total number of possible responses must be defined, and it must be possible to measure the whole. 80% of 5 items is different than 80% of 100 items. DO NOT use: "The student will raise his/her hand to ask a question 85% of the time" - total time cannot be measured.

❖ Descriptive Statement – description of the expected characteristics or quality of the final product/behavior in clear, objective language (no educational jargon).

Assessment Procedures

This checklist is intended for data collection. As goals are created, it is important for the teacher to think about how the goal will be monitored (beginning with the end in mind). As the goal is monitored using the assessment, data should be collected to show proof of how the student is progressing toward the goal. Assessment towards goals must be measured as frequently as data is collected in the general education setting.

Progress Reports

Progress reports based on IEP goals must be completed by ESE Teachers and related service providers once every quarter. Based on State Board Rule 6A-6.03028(3)(h)7 which states periodic progress towards IEP goals must be reported concurrent with report cards. Progress reports must be completed by Teachers of the Gifted annually. A copy of the progress report must go into the ESE main file on the right side and sent home to parents when completed.

Short Term Objective/Benchmark

Manatee School District policy is to have at least 2 short term objectives/benchmarks for each goal. The purpose is to enable the teachers, parents, and student to determine how well the student is progressing toward achieving the annual goals.
The two short-term objectives should be logically ordered, developmentally sequenced or

otherwise related steps toward obtaining that annual goal.

Special Education Services

Special education services include specially designed instruction at no cost to the parents to meet the unique needs of a student with a disability. Specially designed instruction means adapting, as appropriate, the content, methodology or delivery of instruction to address the unique needs that result from the student's disability. This instruction should be designed to ensure the student access to the general education curriculum. Within the context of Florida's MTSS, specially designed instruction is categorized as a tier 3 intensive intervention (FDOE, 2011).

The statement of special education services must also specifically describe the nature of the services to be received, such as direct instruction in social skills. Vague descriptions, such as instruction in reading, do not convey the specific nature of the services needed by the student. A description of the location and anticipated initiation, duration and frequency of special education services must be included on the IEP.

These services are individualized based on the student's need to attain annual goals, and progress in the general curriculum in the least restrictive environment. These services and supports provided to the student should promote generalization and transfer of skills leading to independence and success. These are a list of possible special education services and their descriptions. Special services are based on the student's present level of academic achievement and functional performance and related annual goals.

Initiation Date

The initiation date is prepopulated from the Plan Information page. It indicates to the parent and the service provider when services will start.

Duration Date

The duration date is prepopulated from the Plan Information page. It indicates the length of time the service will occur. It may be through the entire IEP, but it doesn't always have to be.

Frequency

Should be clear to all. All therapy providers should provide exact minutes.

Location

The description of the location should be clear and specific. It should indicate the classroom or instructional environment. Avoid specific school names, teachers or therapists.

Curriculum and Learning

The list below are examples taken from Matrix book. This is not intended to be an all-inclusive list. Use what is appropriate for the situation.

- **Assistance for learning activities in**: English, Language Arts, math, reading, science, social studies or any combination. This takes place in the general education setting. It requires evidence of staff with responsibility for academic assistance. It would be the teacher or support facilitator working with a student on at least a weekly basis.
- **Direct specialized instruction for**: English, language arts, math, reading, science, social studies, or any combination. This requires evidence of a special class setting or specialized instruction within a general education class or evidence of student attendance in a learning lab or resource room. It might include small group settings with students with similar needs for some of the day or week.

Alternative Curriculum

- Academic Skills for Functional Living
- Communication skills for Functional Living
- Social Skills for Functional Living
- Functional Skills in: language arts, math, reading, science, social studies or any combination.
- Leisure and Recreation Skills for Functional Living
- Life Skills Training
- Modified Curriculum Special Standards: language arts, math, reading, science, social studies or any combination.
- Personal and Home Skills for Functional Living
- Personal Care
- Self-Management Skills

Specially Designed Instruction in:

English, language arts, math, reading, science, social studies or any combination. Adaptations to the content, methodology or delivery of instruction to address the unique needs of a student with a disability to ensure access to the general education curriculum so the student can meet the educational standards.

Consultation for:

Behavior, English, language arts, math, reading, science, social studies or any combination. This requires documentation of regularly scheduled consultation, occurring at least monthly between service providers, including teachers regarding curriculum, instructional strategies or learning environmental needs. It can be accomplished through face to face or virtual meetings which are defined as "Real Time" where participants are actively involved. A meeting conducted by telephone is considered a virtual meeting while written exchange among professionals (e.g. Email, notes…) is not. Consultation is not a direct service to students.

Individualized Instruction in:
Electives, English, language arts, math, reading, science, social studies or any combination

Small Group Instruction in:
Elective, English, language arts, math, reading, science, social studies or any combination.

Virtual Instruction in:
English, language arts, math, reading, science, social studies or any combination.

Multisensory Teaching Strategies

Deaf/hard of Hearing Services

- ❖ Itinerant teaching services

<u>Social/Emotional</u>

All teachers engage in behavior supports for their students. This is behavioral support designed specifically for one student based on the needs reflected in the present levels on the IEP. The list below are examples taken from Matrix book. This is not intended to be an all-inclusive list. Use what is appropriate for the situation.

Behavior contracting

This requires contingency schedule for targeted behaviors, occurring at least weekly. It requires evidence of the behavior contract and should include behavior outside the classroom.

Behavior Intervention Plan

This requires evidence of positive behavior supports that address unique student needs. It would be a reinforcement or consequence of procedures that are not used for all students in a class.

Instruction in:

Replacement Behaviors, self-management/anger control, self-monitoring of behavior

Social Skills Training

This would most likely be small group instruction in social skills, self-regulatory behavior, self-advocacy, conflict resolution, dealing with authority and socialization. It requires documentation of specific goals and planned activities. It requires evidence of small group instruction (date, time and topic) occurring at least weekly. It would use a social skills curriculum with the small group, teach prosocial and replacement behaviors, have experiential, role-playing activities. The students in the group must have been targeted to address specific needs.

Vocational

- Career Experiences
- Career Placement (OJT)
- Career Preparation- employability skills
- Community Based Instruction
- Community Based Vocational Training
- Community Employment Competencies
- ESE Vocational Course(s)
- Functional Vocational Evaluation
- Job Coaching
- Job Search Placement: Assistance/Follow up
- Self-Advocacy Instruction
- Supported Competitive Employment

Pre-Kindergarten

Developmental Skills Instruction
Developmental Functional Motor and Sensory Skills
Small Group Instruction in pre-academic skills

Communication

Language Therapy
Speech Therapy

Visually Impaired Services

Direct Instruction for Visually Impaired Student
Instruction in reading Braille
Instruction in writing Braille
Training in Orientation and Mobility Skills
Visual Strategies

Gifted

Specialized Instruction in: analytical reasoning, creative thinking, critical thinking, leadership, logical/numerical reasoning, nonverbal reasoning, problem solving, research/presentation, special reasoning, verbal reasoning, written expression or any combination.

Advanced Organizers

Curriculum Compacting

This requires evidence of curriculum compacting. It is the elimination of material already known by the students (verified by pre-assessment), providing more time for extension, enrichment or acceleration activities. It may use individualized guided or independent study.

Differentiated Curriculum

This requires evidence of differentiated curriculum. It adjusts the instruction to vary the pace and depth of learning. It includes interdisciplinary enrichment materials. It provides guided and independent in-depth studies of special interest areas emphasizing student product development.

Related Services

The IEP team will determine if the student requires related services to benefit from special education as indicated in the Present Levels and Goals. Related services may include but are not limited to the following:

- Speech/Language Services (do not add without consulting with Speech/Language program specialist)
- Interpreting Services
- Psychological services (do not add without consulting with a School Psychologist)
- Physical and occupational therapy
- Recreating, including therapeutic recreation.
- Early identification and assessment of disabling conditions
- Counseling services, including rehabilitation counseling (do not add without consulting with a CRS provider)
- Orientation and mobility services
- Medical services for diagnostic or evaluation purposes
- School health services
- Social work services in schools (do not add without consulting with a Social Worker)
- Transportation services and specialized equipment

Transportation

A student with a disability is eligible for special transportation if one or more of the following criteria are met:

- Medical equipment required (wheelchair, crutches, walker, cane, tracheotomy equipment, positioning or unique seating device)
- Medical condition that requires a special transportation environment per a physician's prescription (tinted window, dust-controlled atmosphere, temperature control)
- Aide or monitor required due to disability and specific need of student
- Shortened day required due to disability and specific need of student
- School assigned is located in an out-of-district school system.

The IEP should include specific services to be received such as door to door stops, stops other than designated approved stops, pick-ups within two miles of school site and use of behavior

intervention plans while the student is in transit.
Complete the transportation form and upload it into PEER. Notify the ESE Transportation Specialist of the need for transportation and location of the completed form by email or phone (941) 751-6550.

Special Transportation Guidelines

To receive special transportation for a student the following must take place prior in order for busing to be set up.

- Invite a representative from the Transportation Department to all IEP meetings when transportation will be discussed.
- The IEP must reflect the need for special transportation with initiation, duration dates, along with frequency and location under the related services section of the IEP. If the IEP team determines a home stop is necessary, this must be reflected on the services page. *Example: Special Transportation; 9/18/2013; 9/17/2014; daily; designated bus stop*
- The reason for special transportation must be explained in specific terms in the box on the related services section of the IEP.
  - Example 1: Student is visually impaired and walking to a bus stop would be a safety concern.
  - Example 2: Student has autism and the potential for getting lost is very possible.
  - Example 3: Student has a physical disability that makes walking long distances and climbing the stairs without assistant very difficult.
- The IEP must be current, finalized, and locked.
- The transportation form must also be completed in its entirety.
- The HOME address must match what is in Focus.
- The reason for special transportation must match what is on the IEP under related services.
- If the AM or PM pick up/drop off address differs from the HOME address in FOCUS then this must be identified on the form.
- Update Contact information for possible emergencies. Attempt to obtain two phone numbers
- Upload the Transportation Form into PEER.

In an attempt to ensure compliance and no loss of future funding the above pieces must be completed prior to Special Transportation being set up.
When the above items have been completed, send the transportation form to the appropriate Routing Analyst and ESE Transportation Coordinator.

Supplementary Aids and Services

IDEA identifies supplementary aids and services as a separate category of services, including aids, services and other supports that are provided in regular education classes or other education-related settings, as well as in extracurricular and nonacademic settings. These aids and services enable students with disabilities to be educated with students without disabilities to the maximum extent appropriate in accordance with the LRE decision-making process.

The distinction between supplementary aids and services and special education and related services is primarily the intent or expected outcomes of the services.

- Supplementary aids and services are provided in regular education classes or other educational settings to enable students with disabilities to be educated with students without disabilities.
- Related services are provided to enable the student to benefit from special education services.

They can include:

- Adaptive equipment/furniture
- Alternate textbooks, materials, and/or equipment
- Augmentative communication system
- Behavioral contracting
- Braille textbooks
- Closed-captioned media
- FM auditory equipment
- Large print text
- Mobility aids including canes/pre-cane devices
- Note-taking assistance
- Plan of supervision for safety at all times
- Positioning Assistance

- ❖ Recorded materials
- ❖ Specially designed software
- ❖ Supervision for transitions
- ❖ Supervision to ensure physical safety during some activities
- ❖ Sign Language Interpreter

Supplementary aides and services should be recommended based on data collection for individualized student need involving the appropriate staff members i.e. assistive technology, DHH program specialist, VI program specialist…

Classroom/Instructional Accommodations

Accommodations are changes made in how a student accesses information and demonstrates performance (Rule 6A-6.03411(1)(a), F.A.C). The use of accommodations does not change the standard, the instructional level or the content. It provides the student with equal access and equal opportunity to demonstrate his/her skill and knowledge.

Classroom accommodations should be chosen based on the documented needs of a student. These needs must be reflected in the present level statements, goals and objectives.

Accommodations are designed to level the playing field and not to give ESE students an unfair advantage. IEP teams should carefully and thoughtfully select accommodations. Students very early on should be taught to identify times when specific accommodations are needed and to self-advocate for its use so they can successfully access their education.

Each area will open with accommodations options. The initiation date and duration date are prepopulated from the IEP. The frequency and location will need to be filled out for each accommodation checked.

Presentation Accommodations Refer to small changes in the way instruction is delivered. These changes should be based on the present level statement that describes how the student's disability affects involvement and progress in the general education curriculum.
Responding Accommodations refer to the way a student will be able to respond to specific types of classroom assignments or assessments.
Scheduling Accommodations refer to the speed in which a student is expected to complete assignments. Complex or lengthy tasks may present problems for students. When considering scheduling accommodations, it is important to determine if the rate of performance is critical

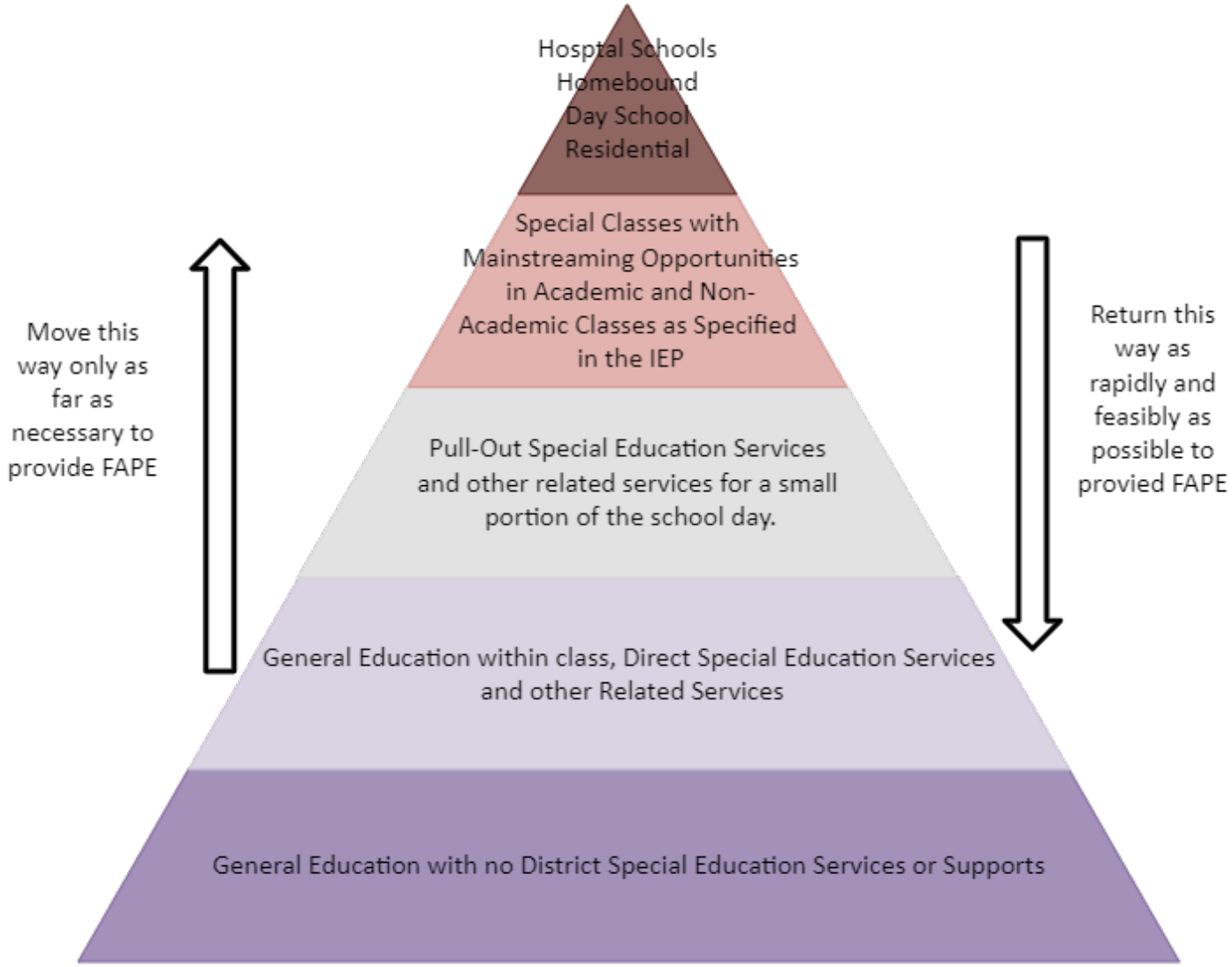
for success. If students are acquiring employment skills, they will need to be able to perform them at a rate that meets the standards of the workplace.
Setting Accommodations refer to changes in the setting or learning environment. Changes to physical setting, grouping arrangements, behavioral expectations, and classroom management procedures may be needed.
Other Assistive Devices refer to adaptive technology utilized by a student.

Staff Supports

Supports for school personnel are defined as services provided directly to the regular teacher, special education teacher, or other school personnel to assist a student with disabilities to be involved or progress in the general curriculum. It may include specific training or specific professional learning activities, consultant services, collaborative teaching or special equipment.
Support could include, but are not limited to:

Consultation with:	Training in:
Behavior Specialist	CPR/First Aid
Use of Assistive Technology	Universal Precautions
DHH Teacher	Crisis management System
Occupational Therapist	Feeding Techniques
Vision Teacher	Seizure management
Classroom/behavior Management	Specialized Equipment and methods

Least Restrictive Environment



DOE Technical Assistance Paper: LRE

Least Restrictive Environment reflects the basic principle of IDEA 2004 that students with disabilities will be educated in the general curriculum environment along with their peers without disabilities. This provides justification for the amount of time when the student may be removed from participation in the regular classroom based on the needs of the individuals, not based on the exceptionality. The IEP team determines the extent to which this is not appropriate. Conversations about LRE should happen at every annual IEP meeting.
If the IEP team recommends the student be removed from the general education environment

for a particular class or subject, it should be evident in the IEP why the removal is necessary. If the removal results from an educational need in a particular area this should be addressed in the present level statement and annual goals.
This strengthens the emphasis on providing services in the context of the student's involvement in the general curriculum and regular education program and in the activities of their peers without disabilities.

School	Total time in school
Elementary 1-5	2050
Middle	2050
High	2075

This is the time the student is in with general education peers. It includes lunch, classroom time, recess, changing classes and specials/fine arts.

Assessments

Students enrolled in the Florida's public schools are required to participate in state and district assessments programs. The state assessment programs include Florida End of course Assessments, Florida Assessment of Student Thinking (FAST and the Florida Alternate Assessment (FAA). The Florida Alternate Assessment is used to measure the progress of students with significant cognitive disabilities who are working on Access Points.
The IEP team makes the decision about participation of a student with disabilities in the state and district testing.

Alternate Assessment Procedure

DOE Alternate Assessment Guidance

All Florida students participate in the state's assessment and accountability system. The Florida Alternate Assessment (FAA) is designed for students whose participation in the general statewide assessment program is not appropriate, even with accommodations. The FAA is fully aligned to Florida's alternate academic achievement standards, otherwise known as Access Points. Access Points reflect the key concepts of the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards for English language arts and mathematics and Florida's statewide standards for science and social studies. They ensure access to the essence or core intent of the standards that apply to all students in the same grade, but at reduced levels of complexity.
The FAA program includes two components: the FAA—Performance Task and FAA—Datafolio, which form a continuum of assessment to meet the needs of Florida's students with the most significant cognitive disabilities. The FAA—Performance Task is designed to assess students at three levels of complexity and results are reported through achievement levels. The FAA—Datafolio is designed to address the needs of a small population of students who typically do not have a formal mode of communication and may be working at pre-academic levels. Regardless of the component with which a student is assessed, it is expected that only students with the most significant cognitive disabilities who are eligible under IDEA will participate in the FAA program.

Best Practices/ Legal Requirements for Participation in the State Alternate Assessment

Cognitive and Adaptive Functioning

According to the state rule, Rule 6A-1.0943, Florida Administrative Code (F.A.C.), Statewide Assessment for Students with Disabilities, a student must first have a Global IQ score at or below 67 in order to be identified as having the most significant cognitive disability. In addition to the IQ score being at or below 67, the whole child must also be considered, and corroborating data needs to be present. In cases where an individually administered measure of cognitive ability has been attempted, but a global IQ score cannot be obtained, the school psychologist may use the Developmental Profile, Fourth Edition (DP-4) or the Developmental Assessment of Young Children, Second Edition (DAYC-2) as an alternate standardized measure of cognitive ability (reference Appendix A). On either the DP-4 or the DAYC-2, the cognitive score must be at or below 67 to meet the IQ requirement for the most significant cognitive disability. Any variation to the use of the DP-4 or DAYC-2, when an individually administered test does not result in a global score, requires the approval of one of the School Psychologist Department Chairs and approved by a Student Services Administrator.
Adaptive behavior relates to independence in everyday living skills, including interpersonal and social interactions across multiple settings. To be considered a student with a most significant cognitive disability, students should demonstrate deficits in adaptive behavior. Multiple sources of information across settings must be considered to define the pervasive level of support required by the student and identify areas of strength and areas of need. A comprehensive review would be expected to address the following areas: academics; communication; self-care; daily living; social skills; access to the community; self-direction; health and safety; leisure; and work. Academic deficits alone do not indicate that a student has the most significant cognitive disability.

The most significant cognitive disability will be pervasive, affecting student learning across content areas and in social and community settings. In addition, not all students with intellectual disabilities have the most significant cognitive disability. Students eligible to receive special education services under these categorical labels may be able to participate in the general education curriculum, when provided with specially designed instruction, as well as any needed related services, supplementary aids, and services (e.g., instructional accommodations), and supports.
When making educational decisions for a student, the IEP team will review and discuss multiple sources of information. Some sources that the team may consider reviewing include psychological evaluation reports, results of individual cognitive ability tests, adaptive behavior skills data, results of individual or group-administered achievement assessments, state, and

district-wide assessments, formal and informal classroom assessments, communication or language assessments, the teacher collected data from classroom observations, and progress monitoring data.

Criteria for Eligibility for Access Points Instruction and Alternate Assessment Participation

- The student must receive exceptional student education (ESE) services as identified through a current IEP and be enrolled in the appropriate and aligned courses using alternate achievement standards for two (2) consecutive full-time equivalent reporting periods prior to the assessment.
- Even after documented evidence of exhausting all appropriate and allowable instructional accommodations, the student requires modifications to the general education curriculum standards.
- Even after documented evidence of accessing a variety of supplementary instructional materials, the student requires modifications to the general education curriculum standards.
- Even with documented evidence of the provision and use of assistive technology, the student requires modifications to the general education curriculum standards.
- The assessment instrument used to measure the student's global level of cognitive functioning was selected to limit the adverse impact of already-identified limitations and impairments (e.g., language acquisition, mode of communication, culture, hearing, vision, orthopedic functioning, hypersensitivities and distractibility).
- The student has a most significant cognitive disability, which means a global cognitive impairment that adversely impacts multiple areas of functional across many settings and is a result of a congenital, acquired, or traumatic brain injury or syndrome and is verified by either:
  - A statistically significant below average global cognitive score that falls within the 1st percentile rank (i.e., a standard, full-scale score of 67 or under; or
  - In the extraordinary circumstances when a global full-scale intelligence score is unattainable, a school district-determined procedure that has been approved by FDOE in the district's ESE Policies and Procedures.
- In order for a student to be eligible for Access Points instruction, they must be eligible for ESE services under one of the following:
  - InD
  - ASD

- OHI
- TBI

❖ Unless the student is a transfer student, they must have been available and present for grade-level general education curriculum standards instruction for at least seventy (70) percent of the school year prior to the assessment;
  - Unless the student is a transfer student, they must have been instructed by a certified teacher for at least eighty (80) percent of the school year prior to the assessment.

A student is NOT ELIGIBLE to be instructed on Access Points and participate in FAA program if any of the following is true:

❖ The student is identified as a student with a specific learning disability or as gifted.

❖ The student is identified only as a student eligible for services as a student who is deaf or hard of hearing or has a visual impairment, a dual sensory impairment, an emotional or behavioral disability, a language impairment, a speech impairment, or an orthopedic impairment.

❖ The student scored a level 2 or above on a previous statewide, general education curriculum standardized assessment administered pursuant to Sections 1008.22(3)(a) and (b), F.S., unless there is medical documentation that the student experienced a traumatic brain injury or other health-related complication subsequent to the administration of that assessment that led to the student having the most significantly below-average global cognitive impairment.

Datafolio Participation Guidelines

After carefully reviewing the Checklist for Course and Assessment Participation on the previous page, the IEP team may determine that the most meaningful evaluation of the student's current academic achievement is through participation in the FAA program. Next, the IEP team should answer each of the following questions when determining how the student will participate in the FAA program. Check all that apply:

Questions to Guide the Decision-Making Process to Determine How the Student Will Participate in the FAA Program	YES	NO
1. Does the student primarily communicate through cries, facial expression, eye gaze, and/or change in muscle tone that requires interpretation by listeners/observers?		
2. Does the student respond/react to sensory (e.g., auditory, visual, touch, movement) input from another person BUT require actual physical assistance to follow simple directions?		
3. Does the student exhibit reactions primarily to stimuli (e.g., student only communicates that he or she is hungry, tired, uncomfortable, sleepy)?		
Previous FSAA—PT Performance (if Applicable)		
4. Has the student's previous score on the Performance Task provided limited information and/or reflected limited growth within Level 1?		

If "NO" is selected for each of the first three questions, then the IEP team should conclude that the Performance Task is the more appropriate statewide assessment. If "YES" is selected for any of the first three questions and "YES" is selected for question 4 (when applicable*), then the IEP team should conclude that the Datafolio is the appropriate method to provide meaningful evaluation of the student's current academic achievement. *For a student in grade 3 or 4, or a student who does not have previous Performance Task scores, question 4 does not apply.

IMPORTANT: By definition, students who qualify for the Specific Learning Disabilities program cannot meet criteria for an alternate assessment. Students who only qualify for the Emotional/Behavioral Disabilities program will not meet criteria for alternate assessment.

In accordance with Rule 6A-6.0331(10)(b), F.A.C., signed parental consent is required for a student to be instructed in access points and assessed using an alternate assessment. This decision must be documented on the Parental Consent Form – Instruction in the State Standards Access Points Curriculum and Statewide, Standardized Alternate Assessment, available at https://www.flrules.org/gateway/result.asp.

Parent's signature must be obtained if the IEP team determines the child will be instructed using state standards access points (core content connectors) on the consent for access points form. This is a new rule implemented in the 13/14 school year based on Senate Bill 1108. This form needs to be completed annually. The form may be found on PEER on the Document, Forms and Resources Page.

It is required to be provided in the parent's native language.

District Assessments

Make a list of districtwide assessments the student will be expected to take during the IEP year. It may include FLKRS, benchmark assessments or other applicable districtwide assessments.

Accommodations

Accommodation decisions are made by the IEP team. The accommodations should be regularly used for instruction. However, some classroom accommodations are not allowed on certain statewide or districtwide assessments. Follow the guidelines below:

- ❖ Accommodations should facilitate an accurate demonstration of what the student knows or can do.
- ❖ Accommodations should not provide the student with an unfair advantage or interfere with the validity of the test. They must not change the underlying skills the test measures.
- ❖ Accommodations for EOC assessments or FAA must be the same or nearly the same as those the student uses in classroom instruction and assessment activities.
- ❖ Accommodations must be necessary for the student to demonstrate knowledge ability, or skills.

Presentation focuses on the presentation format the student typically uses for instruction. Some accommodations might be testing in Braille, auditory or sign language presentation when appropriate, magnification, colored overlays, or highlighters.

Responding should focus on the method(s) the student typically responds in the classroom. Scheduling determines how much of the test should be given to the student in one session, or extended time. Extended time is not unlimited time and should be offered in accordance with their IEP.

Setting describes the environment a student will be tested in. A student may need small group or individual seating for testing. Reduced stimuli or special lighting might be necessary. If alternate setting is needed for classroom assessments, it should also be provided for state and district assessments. Small group settings should be comparable to the normal instruction group for the student as listed on the IEP.

Other Assistive Devices may be used for the specialized presentation formats or alternate ways of responding to tests. These devices should be the same as what is being used during classroom assessments.

Unique Accommodations (Paper based testing)
If a student with a disability needs an unusual accommodation that is not included in the test administration manual, a request can be made for approval from the Commissioner of Education or designee. See an ESE Specialist for assistance with this.

Meeting Participants and Access and Implementation

Everyone in ATTENDANCE must sign the Meeting Participants page. This page should be drafted before the meeting with names filled in. One person may fill at maximum 2 of the 4 roles from the list of required participants with the exception of the parent. The parent is only the parent.
If a parent participated via telephone, note "Participated via telephone" on the Parent/Guardian signature line.
If parent provided permission for the meeting to proceed note "Permission to Proceed" on the Parent/Guardian signature line.
If signed permission for excusal of someone was received prior to the IEP meeting, note "Excused with Prior Permission" on the line for that person.
If a parent brings an attorney to the meeting without prior warning, the meeting must be rescheduled so the District can have legal representation at the meeting as well. Contact the ESE Specialist or Coordinator.
Do not ask anyone who did not attend to sign the meeting participants' page. It is the responsibility of the IEP meeting facilitator to ensure all required meeting participants are in attendance.
A copy of the IEP must be uploaded into the Electronic Cumulative File for the student in SCRIBBLES. A copy of the finalized IEP must be sent home upon upload to the electronic file.

Conference Notes

Should be completed *during the meeting*. They should paint an accurate and detailed picture of everything that was discussed during the meeting. Things that should be included in the conference notes (list not intended to be all inclusive)

Required topics to include are:

- Re-state parent response to the Meeting Participation or note that legal attempts were made and that the parent did not respond
- Re-state parent receipt of Procedural Safeguards, verbal explanation, or declining of explanation
- Review of previous IEP including progress towards/mastery of goals
- Statement of provision of Family Empowerment Scholarship for Unique Abilities information
- Statement of provision of Use of Public Insurance information (Medicaid)
- Input of IEP committee members
- Statement regarding review and acceptance of newly developed IEP
- State how the parent received a copy of the IEP
- State that the notes were reviewed and accepted
- ESY Eligibility
- FBA/BIP review annually

Suggested topics to include are:

- Credits/units
- Grades/ GPA
- Attendance
- Discipline referrals
- Any other information that is discussed at the meeting
- Agreements or disagreements during the meetings

Access and Implementation

Each teacher who is responsible for implementing any part of the IEP must have access to a copy of the IEP. This would include but not be limited to ESE teachers, SLPs, OT/PT therapists, general education teachers, fine arts teachers, and PE teachers and Paraprofessionals. This access could be electronic, through the PEER system or a paper copy.
Each teacher who is responsible for implementing any part of the IEP also must be informed of the specific responsibilities related to implementing the IEP. This would include but not be limited to ESE teachers, SLPs, OT/PT therapists, general education teachers, fine arts teachers, and PE teachers. The responsibilities might include data collection for monitoring student progress towards goals.

Recording of IEP Meetings

A parent, authorized representative of a parent or IEP team member is permitted to record an IEP meeting. He or she must use his or her own recording device and the district will obtain its own recording of the meeting. The district is under no obligation to provide the parent with a transcription of the recording the District obtains on its own equipment. If the District audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal Law.
The parent must notify the IEP team that they will be recording the meeting.

Matrix of Services

A Matrix of Services is completed using information found in the student's IEP by an individual or group of individuals familiar with the student. It should reflect the special services to be provided to the student as documented by the IEP team. For all exceptional education students at Support Levels 4 and 5 (254–255), a new matrix must be completed at initial placement and at least once every three years thereafter. Additionally, districts must ensure that matrixes reflect current services. If services change as a result of an IEP team decision, a new matrix must be completed. If services do not change as a result of an IEP meeting, and the matrix is less than 3 years old, a new matrix does not have to be completed; however, the review of the matrix must be documented on the first page of the matrix.

******Only people who have been through the Matrix Training and have been updated appropriately should fill out the Matrix. Please contact the ESE Specialists if there are concerns.***

The Matrix of Services is used to report services for funding to the Department of Education

and is found in PEER. The School District of Manatee County ESE Department requires teachers to complete a new Matrix after every annual IEP meeting. Matrices should also be updated, signed and dated after all IEP meetings.

Primary Exceptionality
Choose the student's primary exceptionality indicated on the IEP.
Other Program and Service Areas
Choose all other program and service areas as determined by the IEP team.

Names of Persons Completing the Matrix:
There may be more than one service provider completing the matrix. Please be sure to fill in all people who have contributed to the completion of the Matrix including but not limited to the SLP, the OT, the PT, the ESE teacher…. All persons must initial and date the Matrix when it is printed.

Domains
Choose the level of services under each Domain. "Critical Factors that impact decision making on the appropriate level of service include the frequency and intensity of the service and the qualifications of the personnel required to provide the service." (*Matrix of Services Handbook, 2012 Edition pg. 9)*
If there are no services or assistance beyond that which is normally available to all students, then a Level 1 is indicated.

- Domain A: Curriculum and Learning Environment
- Domain B: Social or Emotional Behavior
- Domain C: Independent Functioning
- Domain D: Health Care
- Domain E: Communication

Special Considerations

This is a checklist that is used to determine if additional points should be added to the total before determining the cost factor. Check any applicable special considerations.

Score Summary

PEER will automatically calculate the score summary. When that is complete, finalize the matrix, print it, initial it, date it and place in the student's ESE file. The score must be reported to the registrar.
The Matrix must be completed by the end of the school day in which the meeting was held. It must be completed in PEER, signed and dated. According to Manatee County policy when an amendment occurs, the Matrix must be reviewed, initialed and dated with the amendment date.
Further detailed information is available in the Matrix of Services Handbook at

https://www.fldoe.org/core/fileparse.php/7567/urlt/2017-Matrix-of-Services.pdf

Registrar Information Sheet

The Registrar information sheet must be completed and given to the registrar electronically or on paper before the completion of the next school day.

Procedures for Amending an IEP

IDEA 2004 and subsequent regulations allow for the amendment of an existing IEP to make a change to a student's program provided the team has collected sufficient data to justify the proposed change. According the *Developing Quality Individual Education Plans (2012 edition, page 140),* "Generally the entire IEP team revises the IEP at a regular IEP team meeting. However, the IEP may be amended after the meeting. The parent and school district can agree not to have a meeting and instead develop a written document that amends or modifies the student's IEP. The entire IEP team must be informed of those changes." 34 CF 300.324(a)(4)(i) and (ii) Rule 6A-6.03028(3)(k)

Amendments requiring an IEP meeting with full IEP team

- Eligibility/Dismissal consideration
- Placement changes
- Significant increase or decrease of services, which also requires a Prior Written Notice
- Diploma Options
- State/District testing (requesting alternative assessments)
- Addition, deletion, or change in Extended School Year (ESY) services

Amendments that do not impact FAPE and may not require an IEP meeting:

- Changes or updates in IEP goals that do not change services
- Correction or omission to the IEP that was discussed at the IEP meeting such as a service provider did not complete information for the present level, accommodations not completely addressed, etc.
- Supplemental Aides and Services
- Clerical error
- Special considerations

Procedures:

- The LEA, ESE service provider and/or parent determine that a change to the IEP is required.

- ❖ Only changes to the IEP that are agreed upon by the LEA, ESE service provider and the parent will be amended.
- ❖ The decision criteria for requiring a formal meeting should be based on what in the IEP is being considered for amendment and whether the amendment impacts the provision of FAPE to the student (See above guidelines).
- ❖ Contact the parent/guardian. Contact must be made with the parent in order to complete the amendment.
- ❖ Explain to the parent/guardian their procedural safeguards for the right to have a face-to-face meeting with the IEP team and the right to a reasonable notice of a meeting.
- ❖ If parent agrees to waive reasonable notice and to amend the IEP without an IEP team meeting, review the proposed amendments with the parent.
- ❖ If parent agrees to the proposed amendments, create an IEP Amendment in PEER. Complete the agreed upon amendments.
- ❖ Complete the prior written notice for the changes that impact FAPE. (see Prior Written Notice Procedures)
- ❖ Complete conference notes in PEER describing the amendments. Be sure to date the conference notes to align with the amendment.
- ❖ Finalize the amendment in PEER.
- ❖ Print out the amended IEP and make copies for parent/guardian and all other IEP team members.
- ❖ Check the matrix to be sure the changes in the IEP are reflected on the matrix. If no changes to the matrix were needed, sign and date it.

Holding Successful IEP Meetings

- Set up the meeting date: Coordinate with other service providers and secure LEA
- Invite a translator if necessary
- Consider the Reevaluation process if necessary and complete the file review if necessary
- Determine excusal and nonattendance if any. Obtain necessary input
- Prepare written notice of the meeting and send to parents
- Complete Transition Assessment/Surveys if necessary
- Draft IEP
- Draft Agenda
- Prepare the location
- Print all forms:
- Procedural Safeguards (just in case there are any questions or parents didn't receive a copy) (PEER)
- Consent for Placement if this is an eligibility meeting (PEER)
- Meeting Participants signature page (PEER)
- Draft IEP (PEER)
- Draft a Prior Written Notice if proposed services are changing significantly (PEER)
- Supplementary forms if needed:
- Alternative Assessment Consent
- Non-allowable accommodations consent
- Transportation form

During the Meeting

- Introductions and purpose of the meeting
- Procedural Safeguards:
- Initial Placement: ESE teacher must explain
- Annual reviews and Reevaluations: ask if there are any questions
- Follow Agenda items: Review the draft IEP and supplemental forms
- Discuss services
- Ask for questions & provide clarifications

- ❖ Review Conference Notes with team to ensure accuracy
- ❖ Obtain all signatures
- ❖ Review additional forms:
- ❖ Medicaid form if not previously obtained
- ❖ Finalize IEP
- ❖ Make copy of IEP for parents to give at the end of the meeting
- ❖ End of meeting courtesies
- ❖ Remember *ALL* the people at the meeting are considered the student's IEP team. It is the facilitator's responsibility to try to maintain the idea of TEAM planning for the best interest of the student.

Meeting Protocol

- ❖ IEP meetings are legal meetings
- ❖ Maintain professional environment with regards to food and drink
- ❖ Be on time & be prepared
- ❖ Respect the parents' understanding of educational jargon
- ❖ Maintain an appreciation for the emotional impact of diagnostic labels.
- ❖ Other students must not be mentioned by name, due to student confidentiality rights
- ❖ Refer to colleagues by title and last name
- ❖ Make serious differences of opinion known to the staffing committee prior to the meeting
- ❖ Express differences of opinion or frustrations in a professional manner.

After the Meeting

- ❖ Upload all parts of the IEP into SCRIBS as one file. This includes the matrix, the meeting invitations, any PWNs and papers signed by the parent, ie accommodations not allowable, Access point instruction.
- ❖ Complete Matrix by the end of the day or within 24 hours
- ❖ Upload all pages into PEER as necessary: meeting participants, transportation forms, consent, FBA/BIP…
- ❖ Provide dates to registrar on ESE Data Input Sheet
- ❖ Provide Special Transportation information/form to ESE Department Special

Transportation Specialist

- ❖ Case Manager shares responsibilities of recommendations with those responsible

Legal considerations

IEP changes cannot be determined in advance of the IEP meeting

- ❖ Possible changes can be discussed in advance, but no decisions can be made.
- ❖ Final placements & revisions can only be determined through a completed IEP meeting
- ❖ If parent is not in attendance notice to parents (10 days written notice) must be honored before changes in placement can take place utilizing Prior Written Notice Form.
- ❖ The School District may be held liable for recommendations that are made by any School Board employee.
- ❖ The IEP committee and /or any member should not recommend outside fee-based services such as counseling, medical exams, tutoring, additional evaluation, medication, private therapies, etc. because the School District can be held responsible for the costs of these services.
- ❖ Parents do have a right to request additional evaluations.
- ❖ The IEP committee and/or any member may not refer to a student as having a medical diagnosis unless the diagnosis is documented by a physician in the student's records (i. e. ADD, Bi-Polar, Diabetes, etc.)
- ❖ If school staff suspects a student has a medical diagnosis, they can describe symptoms and/or characteristics that are displayed in school and are impeding the student's learning, but the parent must always be advised to consult appropriate medical personnel if the parent wishes to address a medical diagnosis.
- ❖ Confidentiality must be observed.
- ❖ Documents and electronic records that contain student information should only be viewed and discussed by School District employees <u>who have an educational need to know.</u>
- ❖ Parents will receive a copy of any and all reports at the IEP meeting.

Hints for Working Successfully with Parents in an IEP Meeting

- ❖ Dress for respect
- ❖ Be prepared

- Never meet with a parent by yourself to discuss IEP issues.
- Create a Professional Climate
- Create an environment of trust and understanding
- You are the expert; your confidence will create a feeling of security
- Be warm, try not to be too quick or matter of fact
- Build Constructive Parent Relationships
- Operate on the premise that parents care. Establish a partnership.
- Discussing issues tactfully. Don't avoid "touchy" subjects
- Be honest and forthright. You don't want parents to think that you are deceiving them.
- If a parent loses control, let them speak; answer in a low deliberate tone
- Always remain calm and in control.
- Keep It Constructive
- Avoid making parents feel guilty or ashamed if they have a problem.
- Upset parents may become angry if they aren't allowed to talk.
- Always remain calm and in control.
- In the event the team members and parent cannot agree on a specific issue on the IEP and the facilitator determines that it is no longer constructive, the team may agree to reconvene to resolve those issues.
- Remember parents need praise too.
- Keep in mind that you are not trying to win a battle
- Close on a positive note

Change of Placement: Less or More Restrictive Environment

DOE Technical Assistance Paper: Least Restrictive Environment

This form must be completed by the ESE teacher and general education teacher. The form will be given to the ESE Specialist along with the documentation and data required (as indicated below) to support the change of placement.

See Appendix L for Sample Change of Placement Form K-12th Grade

See Appendix M for Sample Change of Placement Form PRE-K

ESE Specialist Responsibilities:

Check the information attached to ensure the school has appropriate data to support the change in placement.
Academic performance appears to be: (Attached data supports the gap between student and peers.)

- ❖ Comparable to peers (< 1 year below peers)
- ❖ Below peers (≤ 1.5 years below peers)
- ❖ Significantly below peers (≥ 2 years below peers)

Behavioral performance appears to be: (Attached data supports the gap between student and peers.)

- ❖ Comparable to peers
- ❖ Below majority of peers as documented by direct observation of student and peers
- ❖ Significantly below peers as documented by direct observation of student and peers.

The ESE Specialist will review the documentation provided and email written notification to the school regarding next steps. The written notification must be received **prior to scheduling** the change of placement meeting.

Consultation Services and Logs

Whenever an IEP team decides that Consultation Services are the best way to meet a student's needs, the Consultation Log must be used.

Consultation "requires face to face or virtual meetings: virtual meetings are defined as real time where participants are actively involved: a meeting conducted via telephone (i.e. Conference call) is considered a virtual meeting while a written exchange among professionals does not constitute a virtual meeting." *Matrix of Services Handbook, 2012 Edition Florida Department of Education, pg. 15.*

The service provider is expected to MEET with the general education teacher(s) to discuss the student's progress as indicated on the IEP.
This form is required to be used to document the monthly meetings and must be placed in the student's ESE cumulative folder. Auditors require this form as evidence for providing this service.

Consultation can be provided for academics, behaviors and/or for therapies.

Procedure for Referring a Student to SABLE (School of Academic and Behavioral Learning Excellence)

Program Description

SABLE is a short-term alternative education school with one middle school classroom and two elementary school classrooms. Generally, the length of stay for a student will be one to two quarters. All cases, however, will be considered on an individual basis. The mission of the school is to inspire and empower students to be academically and behaviorally successful. SABLE will maintain rigorous academic expectations in a highly structured positive behavior support setting. Counselors are available to provide individual, small group and family counseling. We have contracted with a child psychiatrist to provide on-site mental health evaluations for students at SABLE as well as medication evaluations and medication regulation.

Students appropriate for referral to SABLE are in grades 1 – 8 who are attending a Manatee County Public School. Students must have a mental health diagnosis and be engaging in significantly challenging behaviors that have shown little or no response to the intensive and targeted interventions of a multi-tiered system of support. An observation by Student Services Staff and/or an ESE Behavior Specialist will be conducted to document the implementation of tiered interventions. School based behavior staff will be responsible for organizing and delivering the file to SABLE. SABLE staff will review the student's file (see attached for a list of what is needed in the file).

Once the team at SABLE determines that this is an appropriate student referral a meeting will be scheduled at the sending school to discuss SABLE as an option for the student. Present at this meeting must be the ESE Resource Compliance Specialist and the parent/guardian. If the team determines that SABLE is the most appropriate option for the student at this time the specialist will document that decision either in the IEP or on a Report of Conference Form. The file is then delivered back to SABLE where SABLE Staff will contact the parent/guardian and set up a day and time for the parent/guardian to register the student and for the student to start at SABLE. Typically, the day of the registration meeting is the same day the student starts at SABLE. Transportation is provided by the district, however, there is typically a delay while a vehicle is being routed. Parents may be asked to provide transportation during the delay.

Dismissal from SABLE will be based on individual student data. As was stated previously, SABLE

is not meant to be a long-term placement. Typically, students will return to the sending school in one quarter. A student length of stay beyond one quarter will be considered on an individual case basis. A dismissal meeting will be scheduled at SABLE. The parent/guardian and receiving school staff will be invited to this meeting. Dismissal paperwork and an IEP revision if appropriate will take place. Positive behavior interventions and the student's response to those interventions will be discussed. This meeting will occur within five to ten days of the student's dismissal from SABLE.

SABLE Student Referrals

Appropriate	Not Appropriate
• General education students exiting a residential facility. • General education or ESE students with multiple mental health diagnoses who are engaging in sustained challenging behaviors • ESE students classified as OHI (Behavior) or EBD who are engaging in sustained challenging behaviors • General education students or ESE students who have not shown progress towards behavioral goals when evidence exists that they were provided a multi-tiered system of behavioral supports	• General education students who have had a positive response to a multi-tiered system of support • General education students with only a diagnosis of ADHD • ESE students with a classification of Speech or Language Impaired only • ESE students classified as InD or ASD • Students meeting the criteria for a 45 - day placement or safety reassignment

SABLE Referral Process

School based MTSS Teams/IST meet to ensure Tier 1, Tier 2 and Tier 3 interventions are developed and implemented with fidelity.

After Tier 1, Tier 2 and Tier 3 interventions have been implemented with fidelity over a reasonable amount of time data reviewed by the MTSS Team/ IST demonstrates the need for additional Tier 3 interventions and consideration of an alternative education setting.

The MTSS Team/IST may elect to compile a folder of student information to be delivered to

SABLE for review (see checklist of required documentation)
SABLE Staff will review the folder and determine if the student could benefit from services provided at SABLE. SABLE Staff will share the decision with the school. If the student could not benefit from receiving services at SABLE the student will be referred back to the MTSS Team/IST for additional problem solving. If it is determined that the student could benefit from services at SABLE the school based MTSS Team/IST can then meet with the parent/guardian to present SABLE as an option for their child.
If at the meeting the parent agrees to their child attending SABLE the IEP (when applicable) is revised to reflect services provided at SABLE. If the student does not have an IEP a Report of Conference will reflect the team recommendations.
SABLE Staff is notified, and SABLE Staff call the parent to set-up an intake meeting.
SABLE File Review Required Documentation
Student Name _____ Date received ___ School ____ Grade _____ Date reviewed _____
OT ___ mpw SP&L _____ mpw PT ___ mpw CRS __mpw Consent signed on _ for the following assessments/evaluations:

Necessary evaluations and assessments are complete, and copies are in the file:

- Psychological Evaluation or Education Evaluation (if completed)
- Social/Developmental History (if completed)
- Problem Solving Worksheet (internalizing behaviors) or a Tier III FBA/BIP (externalizing behaviors) has been completed and is included. There is evidence that:
- PSW and/or FBA were completed and BIP was implemented with fidelity
- Baseline data was collected over time and graphed
- Target behaviors are defined in observable and measurable terms
- Hypothesis statement is supported by data
- Interventions are linked to function of the behavior
- Student received teaching of a replacement behavior
- Interventions have been implemented for a minimum of 6-8 weeks

- Interventions were revised as necessary
- Additional information to include in the file:
- Graphs of baseline data and intervention progress monitoring data
- Evidence that all interventions were implemented with consistency and fidelity
- Evidence of MTSS/IST/IEP Meetings with completed problem-solving packet
- Completed parent and teacher input forms
- Academic information including most recent report card, current student schedule and i - Ready scores or other scores on district assessments
- Evidence that other disciplines were involved if appropriate (Reading Coach, Curriculum Specialists)
- Written observation of the student by a Behavior Specialist and/or Student Service Staff and observation documented on the "Documentation of Observation Form"
- Current and past documentation from local mental health agencies describing services provided to the student/family including therapy notes, diagnoses and
- medication(s) prescribed.

Procedure for Referring a Student to Access to Education

Procedures for Teams – Possible Change of Placement to Access to Education

For IEP teams to consider Access to Education, teams should follow the Change of Placement procedures for moving toward a more restrictive Environment. Data collection should be focused on students' need for placement with Access. This process includes the involvement of administration, the ESE Specialist and District Behavior Specialist.

Steps Include:

- Sending school completes More Restrictive Change of Placement packet AND prior to IEP meeting being scheduled:
  - Sending school talks with parent to gauge interest
  - Access administrator observes student and discusses with ESE Director and/or ESE Coordinator
  - Parent tours Access campus
- During IEP Meeting, if IEP team recommends Access, Parent Consent for Placement in a Center School is obtained prior to enrollment.

Access Information

Program Description

This program is designed specifically for students in 6th grade or above who are challenged by the environment of a traditional school, which can evoke severe anxiety and sensory concerns. As a result of the anxiety significant behaviors can be demonstrated in response to fear. Access also serves the needs of students, at the secondary level, with medical concerns who require specialized nursing support in a small self-contained environment. Students in 4th or 5th grade may be considered on an individual basis if the circumstances warrant.
The instruction is based on the principles of applied behavior analysis, applied verbal behavior and positive behavior support. The curriculum is based on Access Points for Students with a Significant Cognitive Disability.

Considerations

IQ of 67 or below
Significant medical fragility/use of a wheelchair for mobility
Diagnosis of Autism or high probability of Autism
Challenging behaviors that include self-injurious behaviors and aggression
Slow acquisition rate of learning
Involvement of District Behavior Specialist

Students who show a need for:

Instruction on Florida Access Points for Students with significant cognitive disabilities
Visual Strategies for communication and to facilitate transitions and learning
Significant strategies for dealing with sensory issues
Predictable routines
Direct daily social skills training and or emotional behavior
Daily intervention or assistance with Augmentative or alternative communication systems
Structured Teaching Strategies

Medically Fragile Considerations:

Severe Seizure disorder
Therapeutic Positioning
Total support for all aspects of their life
Nursing services
Specialized medical procedures such as tube feeding, catheterization, suctioning, specialized medication…

Request For Additional Classroom Support

All students in Manatee County, including all students with disabilities, receive instruction as part of a Multi-Tiered System of Support (MTSS). As a result, when students with disabilities experience academic or behavioral difficulties, the team must utilize the MTSS Problem-Solving Process to make data-based decisions that address these difficulties. In a small number of cases, students with disabilities may need additional support beyond what is provided in the classroom. In these situations, the IEP team may consider whether or not Additional Classroom Support is required in order for the student to receive a free appropriate public education (FAPE). The data that is collected as part of the MTSS process will be critical in helping the team to determine if Additional Classroom Support is needed.

A goal for all students with disabilities is to promote and maximize independence. The need for the assistance of an additional paraprofessional should be carefully and completely defined and supported by data. All alternatives to meet the student's need considered before determining that a paraprofessional is the only answer. While some students may temporarily need Additional Classroom Support, the assignment of a paraprofessional for other students may be unnecessarily and inappropriately restrictive. When an IEP team determines that Additional Classroom Support is needed, it should always be considered a time-limited support and specific conditions/goals must be established to fade the assistance over time.

Additional Classroom Support may not be used as a substitute for certified, qualified teachers for an individual student or as a substitute for an appropriately developed and implemented behavioral intervention plan. While Additional Classroom Support may assist in related instructional work, primary instruction must be provided to the student by a certified teacher (or teachers). If the grouping in a classroom is such that the teacher cannot meet the needs of the students without additional paraprofessionals, the grouping may be inappropriate, and changes may need to be made. In some cases, the school administrators and teacher(s) may need to reconsider the classroom composition.

Things to Remember

- The decision to add Additional classroom support is a data-based decision that should only be made through the IEP team.
- It should never be assumed that Additional classroom support will be permanent. If the

IEP Team decides that Additional classroom support is required, the team must develop a plan to fade that support over time as appropriate.

- The first step should always be to look at existing school resources and staff in order to determine if they can be utilized to assist the student and teacher(s).
- Data related to the need for Additional classroom support will be reviewed on an annual basis.
- Whenever possible, a paraprofessional is assigned to a classroom environment. Occasionally, a student may require Additional classroom support for a designated period of time to address a unique need.
- An Intensive Functional Behavioral Assessment (FBA) and behavior intervention plan (BIP) must be in place and data must be collected prior to a request for Additional classroom support for behavioral reasons. Procedures for writing an Intensive Functional Behavioral Assessment and BIP will be found in the ESE Procedural Manual.

If any Manatee County District Staff Member thinks a student should have Additional classroom support the request should be made to an ESE Specialist prior to any IEP meeting.

Procedures

If a parent or another member of the IEP team requests Additional classroom support **prior to** a scheduled IEP meeting…

- The student's teacher/case manager should document and clarify the nature of the request and initiate the process of gathering the necessary data. (See below for a list of possible data sources.)
- The student's teacher/case manager will notify the school's ESE Compliance Specialist about the request for Additional classroom support.
- The student's teacher/case manager should complete the Additional classroom support Request Form and turn the form and all relevant data into the ESE Compliance Specialist assigned to the school.
- ESE Specialist will review information for thoroughness and fidelity and will contact the student's teacher/case manager by email within 5 school days to identify next steps. The ESE Specialist will facilitate a meeting with the IEP team including an ESE Coordinator.

If the parent or another member of the IEP team requests Additional classroom support **during** a scheduled IEP meeting…

- ❖ The request should be clarified and documented in the IEP conference notes.
- ❖ The LEA Representative should respond to the request with a prior written notice which explains that data and other support documentation will be gathered to help determine the nature and/or need for the requested service. The IEP team will reconvene after the data collection process has been completed which may take up to 4-6 weeks.
- ❖ The student's teacher/case manager will notify the school's ESE Compliance Specialist about the request for Additional classroom support.
- ❖ The student's teacher/case manager should complete the Additional classroom support Request Form and turn the form and all relevant data into the ESE Compliance Specialist assigned to the school.
- ❖ ESE Specialist will review information for thoroughness and fidelity and will contact the student's teacher/case manager by email within 5 school days to identify next steps. The ESE Specialist will facilitate a meeting with the IEP team including an ESE Coordinator.

Data Collection

The need for Additional classroom support should be carefully and completely defined and supported by data. The following documentation should be included to meet minimal data request.

- ❖ Completed Request for Additional classroom support Form
- ❖ IEP goals with progress toward goals noted
- ❖ Student schedule with description of the type and duration of assistance necessary
- ❖ Intensive FBA/BIP with behavioral documentation (data collection on frequency, duration, and severity/intensity of behavior)
- ❖ Data related to interventions initiated through the MTSS process

The IEP Team Meeting

When an IEP team, including ESE Specialist and ESE Coordinator, meets to consider whether or

not to provide Additional classroom support, the team must weigh the following factors:

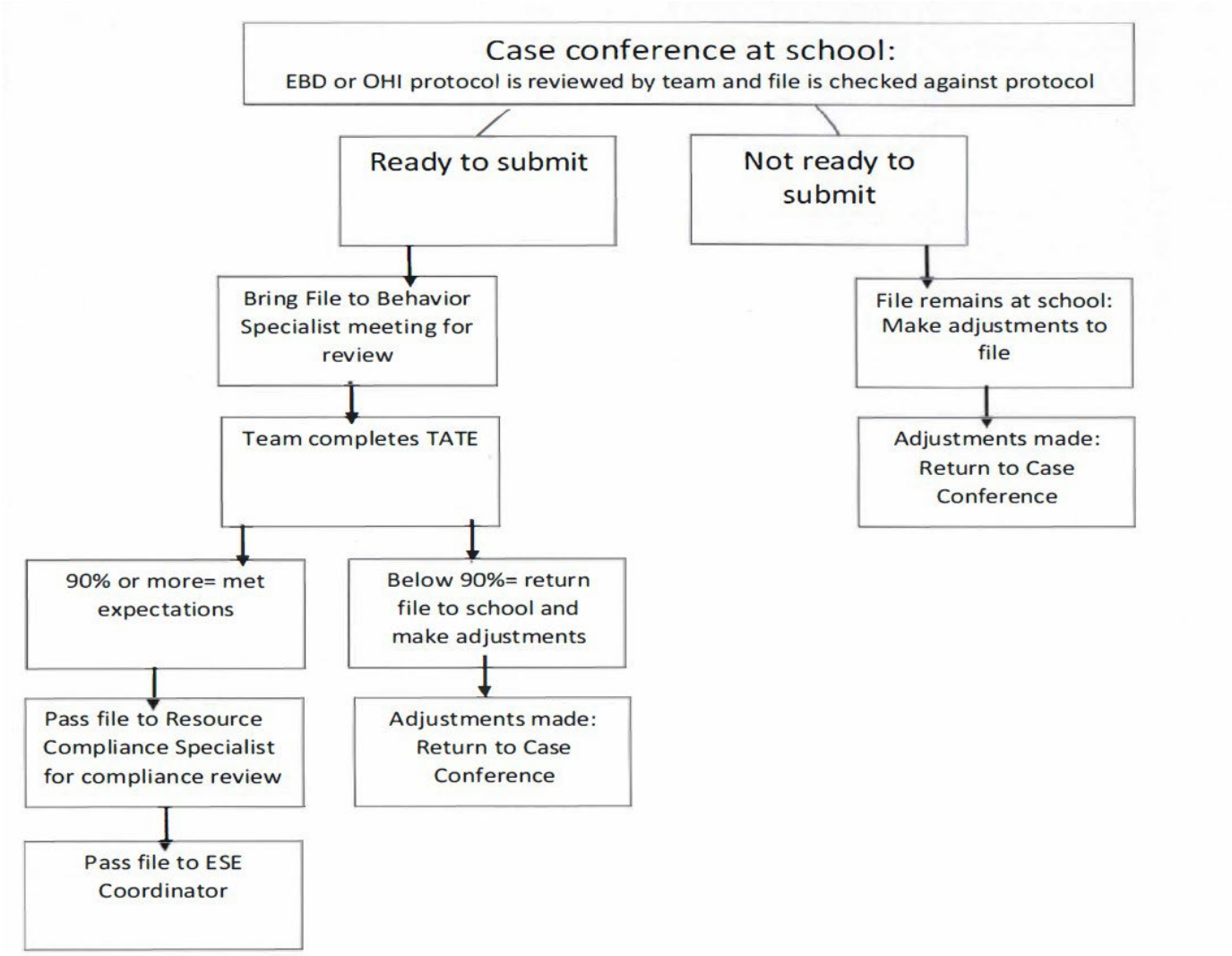
- ❖ Have all less restrictive options been exhausted?
- ❖ Does the data show that an Additional classroom support is the only way to provide FAPE for the student?
- ❖ The student's individual needs
- ❖ The natural supports and resources that are available in the setting where the student's IEP will be implemented (this includes peers, existing staff in the classroom/school)
- ❖ The potential impact (positive and negative) of providing Additional classroom support to the student

If the team determines the student does need Additional classroom support, the IEP must be changed to reflect that decision. The IEP team **must** document in the IEP the plan to support and teach the student the skills needed to independently navigate the school environment and ultimately fade the Individual Adult Assistant.

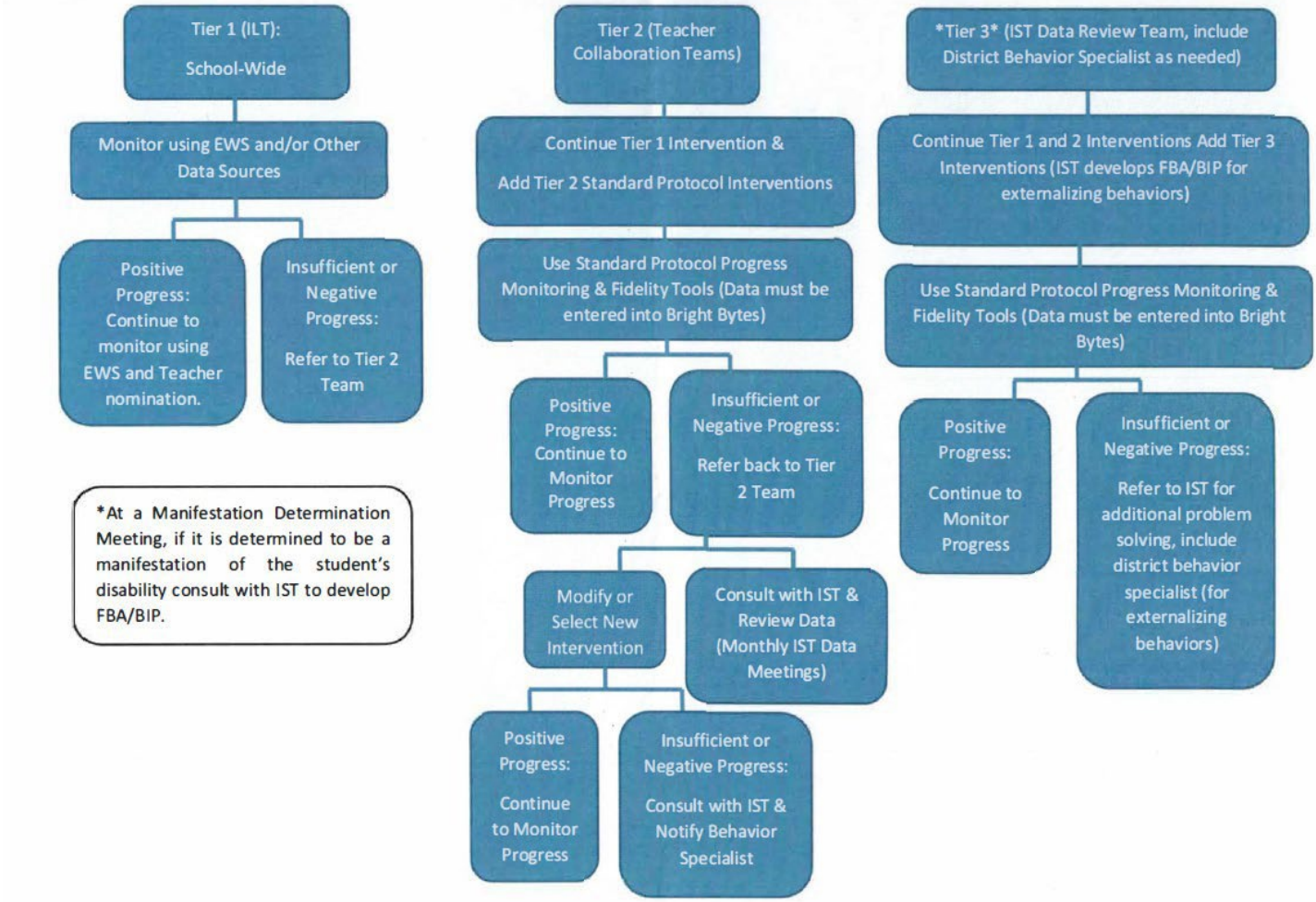
If the IEP team determines the student does not need Additional classroom support and the request came from the parent, a Prior Written Notice must be completed.

Procedure for EBD-OHI (Behavior) File Review

- All initial eligibilities for EBD and OHI for behavior (including inattention) are reviewed by the Behavior Specialists.
- Prior to a school-based team considering the possibility of EBD or OHI as an area of eligibility, the appropriate school-based personnel will need to gather the documentation outlined in the Checklist for EBD-OHI (Behavior) File Review.
- Prior to submitting a file for review by the team, please conduct a school-based IST Case Conference Meeting to ensure that all required documents have been prepared for submission. This meeting should include: ESE Resource Compliance Specialist, School Psychologist, School Social Worker, ESE Behavior Specialist, and school-based IST members.
- All cases involving a possible change of placement for a student who is currently identified as ESE where the IEP Team is seeking to consider a more restrictive placement (District Regional Behavior Program} will be reviewed by the Behavior Specialists.
- Prior to a school-based IEP team considering a change of placement, the appropriate school-based personnel will need to gather the documentation outlined in the Change of Placement- More Restrictive Environment.
- Prior to scheduling a review with the team conduct a school-based Case Conference Meeting to ensure that all required documents have been prepared for submission. This meeting should include the following staff: ESE Resource Compliance Specialist, School Psychologist, School Social Worker, ESE Behavior Specialist, and school-based IEP members.
- Once the Case Conference has been completed follow the flowchart and have the Behavior Specialist bring the file to the next Behavior Specialists Meeting.


Case conference at school:
EBD or OHI protocol is reviewed by team and file is checked against protocol
Ready to submit
Not ready to submit
Bring File to Behavior Specialist meeting for review
File remains at school: Make adjustments to file
Team completes TATE
Adjustments made: Return to Case Conference
90% or more= met expectations
Below 90%= return file to school and make adjustments
Pass file to Resource Compliance Specialist for compliance review
Adjustments made: Return to Case Conference
Pass file to ESE Coordinator

MTSS FLOW CHART



Manifestation Determinations (Rule 6A-6.03312, F.A.C)

A manifestation determination is required by law within 10 school days of any decision to change the placement of a student with a disability. In Manatee County, once a student has been suspended for 7 days (or less as appropriate) an IEP plan team must convene an IEP meeting with the parent/ legal guardian to conduct a manifestation determination which becomes part of the IEP. Relevant team members include: Parent/Guardian, General Education Teacher, ESE Teacher/Service Provider, ESE Resource Compliance, Behavior Specialist, School Psychologist, School Social Worker, School Counselor, School Administrator – LEA, Student (when appropriate).

The procedures apply to students who:

- Have an IEP
- Are in the MTSS process and are suspected of having a disability
- Parents or school staff has expressed a concern for behavior or academic performance to the appropriate school staff or the LEA.

The procedures do not apply to students who:

- Are determined *not* to be eligible for exceptional educational services.
- Are determined by the IEP team to be eligible for exceptional educational services but their *parent/ legal guardian refused consent* to the implementation of the services.
- Have been deemed eligible and have received services on the IEP and their parents have subsequently *revoked consent* and have received in writing the consequences of the revocation on disciplinary actions.
- Behaviors have not warranted a referral for ESE services and their parents have not requested services or evaluation prior to the removal.

Students with disabilities are expected to comply with the code of student conduct; however, there are special rules related to suspensions, alternative placements and expulsions. The special rules are as follows:

- Students with disabilities may not be suspended from school for a more than a total of

10 school days during the school year because it constitutes a change in placement decision which can only be made by an IEP team.

- ❖ An in-school suspension is not counted towards these 10 school days as long as the students IEP services/504 plan is being implemented during the in-school suspension.
- ❖ School staff is encouraged to use alternative means of disciplinary actions rather than out of school suspensions, such as Saturday school, in school suspensions, detentions or exclusion from extra-curricular activities.
- ❖ Bus suspensions must be included in the 10 days of suspension for students who have "special transportation" as a service in their IEP if they do not come to school during the bus suspension, therefore do not receive their special education services.
- ❖ If a student is sent home early, this must be counted as a day of suspension regardless of the time the student leaves.

Manifestation Determination Meeting

The manifestation meeting must include:

- ❖ General education teacher
- ❖ Special education the teacher
- ❖ LEA
- ❖ Parent/Guardian
- ❖ Any staff with pertinent information is recommended to attend such as the School Counselor, Dean, student support personnel, Assistant Principal
- ❖ Behavior Specialist
- ❖ School Psychologist or Student Support Specialist
- ❖ Parent may choose to bring an advocate

The meeting notice provides the parent with the reason for the meeting and who will be invited to attend the meeting. The meeting must be convened within 10 days of the disciplinary removal.

A Records review must be done as indicated on the form.
The team must also consider the:

- ❖ Results of recent assessments
- ❖ Observations by teacher/ school staff
- ❖ Information supplied by the parents
- ❖ Students IEP
- ❖ Nature of the student's disability
- ❖ Extent to which the student's behavior can be attributed to the disability

If the IEP team answers *"NO"* to the Key Questions they must:

- ❖ Subject the student to the same disciplinary procedures as a non-disabled student.
- ❖ Provide the student special education and related services during the period of removal. To the extent that they make progress towards their goals/ as well as general education standards.
- ❖ Provide the parent with a copy of the meeting paperwork which will include prior written notice.
- ❖ If the parent challenges the manifestation decision the student remains in the Interim Alternative Education Setting (IAES) until the Administrative Law Judge (ALJ) rules the student be returned or the 45-day removal has been completed.

If the IEP team answers *"YES"* to the Key Questions they must:

- ❖ Conduct a functional behavior assessment (FBA) and implement a positive behavior intervention plan (BIP) or Review/revise current FBA and BIP
- ❖ Return the student to the educational setting from which he/she came.

If the manifestation is based on the failure to implement the IEP appropriately then the LEA must review the services and conduct fidelity checks to ensure the services are provided in compliance with the IEP and there is not a failure to provide FAPE. If there is a failure to provide FAPE then compensatory services may be needed.

If the team suspects another disability may be impacting the student's behavior or education, then the MTSS process must be implemented.
If data indicates that the student may benefit from a more restrictive setting, see the Change in Placement Procedures.

Drugs, Weapons and Serious Bodily Injury

***Drugs**

Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or V in §202(c) of the Controlled Substances Act, 21 U.S.C. 812(c) and §893.02(4), Florida Statutes. *Illegal drug* means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substance Act, 21 U.S.C. 812(c) or under any other provision of federal law.

***Serious Bodily Injury**

Means bodily injury that involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

***Weapon**

Means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing, death or serious bodily injury, except that such term does not include a pocket knife with a blade that is less than two and one half inches in length.

*Taken from the definitions found in the *Procedural Safeguards for Parents of Student with Disabilities*.

When a student with a disability commits one of these infractions a manifestation determination meeting needs to be conducted.

- If the behavior is a manifestation of the disability, then the student can be removed to the IAES for not more than a 45-d placement
- If the behavior is not a manifestation then the student with a disability can be treated the same as their non-disabled peer and can be removed for the same amount of time a non-disabled student would be removed, however during the length of the removal special education and related services must be provided to ensure the student receives FAPE.

A student with a disability cannot be expelled from school without services.

Family Empowerment Scholarship for Students with Unique Abilities

This branch of the Family Empowerment Scholarship Program is designed to offer families of students with disabilities, as young as 3 years of age, access to additional education options. Families may choose to enroll their student in another public school, or they may choose to take the opportunity to receive a personal education savings account (ESA) for their student. With an ESA, instead of having their child attend a public school, parents receive a deposit of public funds into government-authorized savings accounts with restricted, but multiple, uses. An ESA can be used to fund not only items such as private school tuition and fees, but also online learning programs, private tutoring, community college costs, higher education expenses and other approved customized learning services and materials. Families apply and annually renew for participation in FES UA through one of the approved SFOs, which are responsible for determining eligibility, awarding and distributing funding to eligible student accounts, and approving eligible expenditures.

Family Empowerment Scholarship for Students with Unique Abilities FAQ Sheet

https://www.fldoe.org/core/fileparse.php/18766/urlt/FES-UA-FAQs.pdf

Step Up for Students Website

Waiver of Statewide, Standardized Assessment Results

Section 1008.22(3)(c)1., Florida Statutes (F.S.), requires that school districts provide instruction to prepare students with disabilities to demonstrate satisfactory performance in the core content knowledge and skills necessary for successful grade-to-grade progression and high school graduation. Assessment results may be waived under specific circumstances for students with disabilities for the purpose of receiving a course grade or a standard high school diploma

To be considered for a statewide, standardized assessment results waiver, the following criteria must be met:

- The student must be identified as a student with a disability.
- The student must have an individual educational plan (IEP).
- The student must have taken the statewide, standardized assessment with appropriate allowable accommodations at least once.
- In accordance with s. 1008.22(3)(c)2., F.S., the IEP team must make a determination of whether a statewide standardized assessment accurately measures the student's abilities, taking into consideration all allowable accommodations for students with disabilities.

The IEP team may meet at any time to:

- Verify that the criteria have been met
- Document the team's determination and information analyzed in making the decision

Eligibility for Waivers:

- Any student who has a disability as defined in s. 1007.02, F.S.:
- The term "student with a disability" means a student who is documented as having an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; an emotional or behavioral disability; an orthopedic or other health impairment; an autism spectrum disorder; a traumatic brain injury; or a specific learning disability, including, but not limited to,

dyslexia, dyscalculia, or developmental aphasia.

- ❖ A student who is determined to be a student with a disability after the administration of a statewide, standardized assessment.
- ❖ Middle school and High school students earning a course grade or a standard high school diploma

Not Eligible for Waiver:

- ❖ Student solely determined eligible as a student with a disability through the hospital/homebound program.
- ❖ Any Elementary students including third grade student intending to avoid retention.

Waiving the Florida Alternate Assessment (FAA)

Students who are assessed through the FAA or FSAA must complete a portfolio of quantifiable evidence of achievement. The portfolio must include a listing of courses the student has taken, grades received, student work samples and other materials that demonstrate growth, improvement and mastery of require course standards. Rule 6A-1.09963(3)(d), F.A.C.

Parent Notification/Approval

Parents and students should be notified during IEP meetings of the criteria to be considered for the waiver process. Parents must approve of the waiver according to Section 1003.4284(11) F.S and sign the waiver form. Approval must be noted in the Conference Notes of the IEP.

Prior Written Notice

Prior Written Notice is required when the school district:

- Proposes to initiate or change the identification, evaluation, educational placement or provision of a free appropriate public education (FAPE) to their child, or
- Refuses to initiate or change the identification, evaluation, educational placement or provision of a free appropriate public education (FAPE) to their child.

If the current IEP represents a change of placement/change of FAPE from the previous IEP, or the district refused to make a change that the parent requested, the parent received appropriate prior written notice. 34 CFR §300.503

Parents should also receive prior written notice a reasonable time before the school plans to take (or refuses to take) actions related to the provision of FAPE to a student. If the parent was not at the IEP meeting where changes were discussed and agreed upon by the IEP team, there must be a reasonable delay of no less than 10 days before the change can be implemented.

Examples of When Prior Written Notice is REQUIRED:

Evaluation/reevaluation

- Consent for evaluation
- Student is found to be ineligible for an additional service
- Refusal of a parent request to complete evaluation or reevaluation.
- Refusal to provide an independent educational evaluation (IEE). This must be referred to the Director of ESE prior to refusal for review.

Identification

- Initial classification identification
- Change in classification identification
- Termination/Dismissal of classification identification

Placement

- ❖ Initial placement determination
- ❖ Change in least restrictive environment along the continuum of placement alternatives
- ❖ Refusal of a parent request to change a placement
- ❖ Change in placement due to parental placement of a student with a disability in a residential facility for non-educational reasons
- ❖ Change in placement due to disciplinary reasons, including when initiating a 45-day placement to an interim alternative educational setting (IAES) for special disciplinary circumstances
- ❖ *Provision of FAPE*
- ❖ After IEP has been proposed by the LEA
- ❖ After IEP addendum without a meeting (see amendment procedures)
- ❖ Refusal to provide a specific instructional methodology requested by the parent (e.g., Lindamood-Bell)
- ❖ Change in services
- ❖ Change in accommodations/modifications
- ❖ Changes in transportation arrangements that are required for provision of FAPE
- ❖ Change in method of assessment (changes from district/statewide assessments to alternative assessment method or vice versa, change in alternative assessment method, and any exemption from district/statewide assessments)
- ❖ Provision of "comparable services" when a student transfers into an LEA
- ❖ Graduation with Standard or Advanced Diploma
- ❖ Termination of services

Other

- ❖ Refusal to convene IEP team meeting after parental request
- ❖ Revocation of parental consent
- ❖ Refusal to provide services to a student who is parentally placed in a private school when the parent requests services that are not provided under what the LEA previously determined to be the "equitable services" that would be provided to such students

- ❖ Transfer of rights at age of majority

<u>Examples of When Prior Written Notice Is NOT REQUIRED:</u>

***Generally**:*

- ❖ Child study activities
- ❖ General screenings
- ❖ Observations conducted for instructional purposes as part of daily activities and related service provider interactions
- ❖ Administration of district/statewide assessments
- ❖ Evaluating progress on annual goals
- ❖ Use of intervention strategies
- ❖ Granting of an independent educational evaluation (IEE)
- ❖ After each IEP meeting in a series of meetings
- ❖ Change in course schedule
- ❖ Change in classroom assignment
- ❖ Change in teacher assignment
- ❖ Change in school assignment that does not constitute a change in placement
- ❖ Short-term removals that do not result in change in placement or require the provision of IEP services
- ❖ Following meetings with parents that do not result in proposals/refusals related to evaluation/reevaluation, identification, placement, provision of FAPE (i.e., general meeting associated with discipline, academic performance, other school activities)

Instructional Materials

ESE Students Instructed on General Education Standards

All students require access to all instructional materials available to same grade typical peers. The standard materials for each course should be provided to ESE students K-12.

ESE Students Instructed on Access Points Standards

Students who are being instructed on Access Points standards as designated by their IEP should have access to materials for these courses. Teachers of students on Access Points will provide core instruction utilizing the adopted materials and like general education teachers, may supplement the core materials to meet student needs.

Grade Levels	Name of Curriculum Resource	Description
2-12	TeachTown EnCORE	Hands-on, teacher-led instruction and technology-facilitated lessons structured to flow through a gradual release of responsibility, guiding students from exposure to mastery. Teachers have the flexibility to structure their classrooms based on their student needs, technology, and Paraprofessional support. EnCORE is aligned to grade-level Access Point Standards, utilizes high-quality, differentiated literature and integrates technology for teaching children with various instructional needs.

2-12	Teachtown Basics	Virtual curriculum intervention computer program built on ABA principles. Designed to support continuity and intensity of instruction. Teachers program student IEP and learning goals into the student profile to guide instruction and collect IEP data for students.
2-12	Raz-Plus	Easy-to-use resources to build foundational skills to reading comprehension. Over 3,000 decodable texts and high-interest books leveled to 26 different Lexile Levels. Playful student portal for independent reading practice that students love.

Sample Models of Inclusion Elementary

Consultation
Purpose: To provide support to teachers who have students with disabilities (SWD) in their classrooms. This is for students who require little to no support from an additional educator being in the classroom. The SWD can achieve at grade level with accommodations and the typical support provided to neurotypical peers through T1 and T2 instruction. The ESE teacher or therapist meets with the general education teacher on a regular basis (weekly, monthly…) to assist with planning, implementation of instruction and accommodations. Documenting the meeting is essential.

Support Facilitation
Purpose: To provide support to teachers and SWD for a specific amount of time during the core instruction (ELA or math). This is for students who require support with independent work either academically or behaviorally. The ESE resource teacher/therapist participates in the instruction during a specific amount of time based on the needs of SWDs.

Coteach
Purpose: To provide support to teachers and SWD for the ENTIRE amount of time during core instruction, the full 90-minute ELA block or 60 minute Math block. This is for students who require significant accommodations or behavioral supports during direct instruction as well as independent work. Both teachers are assigned to the class. The entire roster is assigned to both teachers and together they are responsible for instruction and grading.

Structures that can be used during both Support Facilitation and Coteaching

Station/Center Teaching: Both teachers are at a station/center during differentiated small group instruction. Students should be grouped based on their instructional needs. Both teachers will work with a variety of students, SWD and non SWDs during this time.

Parallel Teaching: Each teacher is working with ½ the class on the same content, but in different ways. This typically happens for a short time during the direct instruction delivery of content. An example might be a vocabulary lesson.

Alternative Teaching: One teacher instructs most of the class and the other teacher is working with a small group on an alternate or modified version of the lesson. The small groups are put together based on student needs not identified disabilities and may change frequently.

Team Teaching: Both teachers are actively delivering content during whole group direct instruction. One teacher may be teaching while the other is writing notes, one teacher may be modeling the thinking process while the other is completing a problem on the board.

One Teach/One Assist: One teacher is teaching while the other is monitoring student behavior, redirecting students individually, or providing support to individual students with notetaking. This structure should NOT be the only method for providing support to students.

One teach/One observe: This is where one of the teachers is teaching and the other may be doing some observations of students collecting data on behavior or response to instruction. Should be the least used structure.

Sample Models of Inclusion Secondary

Consultation
Purpose: To provide support to teachers who have students with disabilities (SWD) in their classrooms. This is for students who require little to no support from an additional educator being in the classroom. The SWD can achieve at grade level with accommodations and the typical support provided to neurotypical peers through T1 and T2 instruction. The ESE teacher or therapist meets with the general education teacher on a regular basis (weekly, monthly…) to assist with planning, implementation of instruction and accommodations. Documenting the meeting is essential.

Support Facilitation
Purpose: To provide support to teachers and SWD for a specific amount of time during the core instruction
(Language Arts, Math, Science, or Social Studies). This is for students who require support with independent work either academically or behaviorally. The ESE teacher/therapist participates in the instruction during a specific amount of time based on the needs of SWDs.

Coteach

Purpose: To provide support to teachers and SWD for the ENTIRE period every day during core instruction. This is for students who require significant accommodations or behavioral supports during direct instruction as well as independent work. Both teachers are assigned to the class. The entire roster is assigned to both teachers and together they are responsible for instruction and grading of all students.

Structures to be used during both Support Facilitation and Coteach

Station/Center Teaching: Both teachers are at a station/center during differentiated small group instruction. Students should be grouped based on their instructional needs. Both teachers will work with a variety of students, SWD and non SWDs during this time.

Parallel Teaching: Each teacher is working with ½ the class on the same content, but in different ways. This typically happens for a short time during the direct instruction delivery of content. An example might be a vocabulary lesson.

Alternative Teaching: One teacher instructs most of the class and the other teacher is working with a small group on an alternate or modified version of the lesson. The small groups are put together based on student needs not identified disabilities and may change frequently.

Team Teaching: Both teachers are actively delivering content during whole group direct instruction. One teacher may be teaching while the other is writing notes, one teacher may be modeling the thinking process while the other is completing a problem on the board.

One Teach/One Assist: One teacher is teaching while the other is monitoring student behavior, redirecting students individually, or providing support to individual students with notetaking. This structure should NOT be the only method for providing support to students.

One teach/One observe: This is where one of the teachers is teaching and the other may be doing some observations of students collecting data on behavior or response to instruction. Should be the least used structure.

Early Learning Classroom Descriptions

EPK Intensive

Children placed in this classroom have been identified as needing support to address significant delays in two or more of the following areas: cognition, communication, social interaction, behavior, functional self-care skills. EPK Intensive classrooms are taught by a certified teacher.

This classroom will utilize a structured teaching approach that uses visual supports, schedules, and routines to provide instruction on a student's IEP goals/objectives and to assist with scaffolding curriculum and instruction. Strategies to support behavior, communication, and sensory needs will be incorporated into daily instruction as deemed necessary. The curriculum focus will be on instruction in communication, independent functioning, social skills, and pre-academic skills. The curriculum will also aim for kindergarten readiness. Moderate to maximal adult support is provided based on the student's individual strengths and areas of need. Therapies deemed necessary on a student's IEP may be provided within the classroom setting or in a small group pull out session in a therapy room.

This highly structured classroom will aim to keep a lower student-to-teacher ratio that aligns with current research for children displaying deficits in cognition, communication, social interaction, behavior, and functional self-care skills. The teacher, therapist(s), and any support personnel should work collaboratively to show progress towards a student's IEP goals/objectives.

EPK

Children placed in this classroom have been identified as needing support to address moderate to significant delays in two or more of the following areas: physical, adaptive behavior, social-emotional, cognitive, and/or communication. EPK classrooms are taught by a certified teacher.

This classroom will utilize scaffolded instruction to assist students with meeting the developmental standards. Strategies to support behavior, communication, and sensory needs will be incorporated into daily instruction as deemed necessary. Visual supports, schedules and routines may be used to support instruction on a student's IEP goals/objectives. Moderate

to maximal adult support is provided based on the student's individual strengths and areas of need. Therapies deemed necessary on a student's IEP may be provided within the classroom setting or in a small group pull out session in a therapy room. The teacher, therapist(s), and any support personnel should work collaboratively to show progress towards a student's IEP goals/objectives.

IPK

An integrated classroom is a setting where students with disabilities learn alongside peers without disabilities. Children placed in the integrated classroom have been identified as needing support to address mild to moderate delays in one or more of the following areas: physical, adaptive behavior, social-emotional, cognitive, and/or communication. IPK classrooms are taught by a certified teacher and the classroom.

The curriculum in this classroom will focus on kindergarten readiness skills. This classroom will utilize scaffolded instruction to assist students with IEPs to meet the developmental standards and prepare them for kindergarten. Strategies to support behavior, communication, and sensory needs will be incorporated into daily instruction as deemed necessary. Visual supports, schedules and routines may be used to support instruction on a student's IEP goals/objectives. Mild to moderate adult support is provided based on student's individual strengths and areas of need. Therapies deemed necessary on a student's IEP may be provided within the classroom setting or in a small group pull out session in a therapy room. The teacher, therapist(s), and any support personnel should work collaboratively to show progress towards a student's IEP goals/objectives.

For additional information call
The Early Learning and Family Support Evaluation Center at 941-721-2300.

Best Practice Classroom Structures for Self-Contained Classrooms

Classrooms for Students with Intellectual Disabilities

Classroom Description

Classrooms are multi-age/multi-grade. Schools with more than one classroom for students with Intellectual Disabilities may have classrooms divided by grade, subject area or by ability level. Classrooms are typically allocated one teacher and one classroom aide/paraprofessional.

Classroom Environments

Classrooms provide visual supports at a variety of symbolic functioning levels. Classrooms have well defined visual boundaries and room arrangements that support whole group, small group and individual workstations. Classrooms follow predictable routines and clear expectations.

Scheduling and Instructional Activities

Daily schedules for students and staff are clearly posted and include assignments/tasks, locations, and activities. Academic instruction is provided on Access Points as described on CPALMS as indicated on each child's Individualized Education Plan. Academic and social skills instruction is provided whole group, small group and individually. Manipulatives, hands on activities, prompting, visual supports, assistive technology, and community-based instruction may be utilized. If Independent Functioning is on the students' IEP, the student will receive direct instruction in daily living skills which may include money concepts, time concepts, independent living skills, self-care and hygiene, community access, leisure activities, and vocational training. Language acquisition and communication in many forms is encouraged and skills are taught in the context of naturally occurring activities and daily routines. Therapists and instructional staff use a transdisciplinary approach, working together to increase generalization of skills across settings.

Behavior

Sensory breaks are provided throughout the school day. Rooms typically include a break area. Positive reinforcement is frequently provided with intention and approximations are rewarded. Individualized Behavior Intervention Plans are used for students for whom plans have been developed.

InD Classroom Look Fors

ENVIRONMENTAL ARRANGEMENT
❖ Room arrangement has clearly defined visual boundaries for specific activities, always allows for supervision of all students; and prevents or minimizes problem behaviors.
❖ Classroom environment has accessible bathrooms that can meet the needs of all students.
❖ Visual supports are at the correct level of symbolic functioning, and are used to enhance predictability, facilitate transitions, and help convey expectations.
❖ Materials and furniture are age appropriate.
❖ Physical space is flexible to accommodate students' unique needs as well as a variety of learning activities.
❖ Implements safety preventive measures (e.g., socket covers, toxic materials locked away, chords, wires and tripping hazards eliminated)
SCHEDULING, ACTIVITIES, AND INTENSITY
❖ A staff schedule showing staff and student assignments, locations, and activities, is prominently posted and being followed.
❖ A daily classroom schedule is posted at student level, is visible and appropriate for students' level of symbolic functioning and is used throughout the day.
❖ Schedule and activities reflect appropriate distribution of curriculum for the age, level and individual needs of students in the classroom.
❖ Schedules reflect a variety of learning formats for each student, including 1:1 instruction, small group, large group, independent work, and social

interaction/leisure options.
❖ Individual schedules are at child level and are being used correctly.
❖ Large group transitions are infrequent and supported by environmental arrangement and scheduling.
❖ Puts supports in place (e.g., communication devices, visuals, manipulatives, graphic organizers)
❖ Activities are language-based, and staff encourage commenting, asking and answering questions; staff create opportunities to promote communication between students.
❖ Students remain actively engaged in learning opportunities throughout observation, with no more than 2 minutes down time.
❖ During 5-minute observation, staff interact with each student at least once to teach or promote learning.
INSTRUCTION AND INTERACTION
❖ Communication directed to students is clear and relevant, appropriate to language ability, grammatically correct and presents opportunities for dialogue (rather than being largely directive).
❖ Incorporates the principle of Universal Design for Learning Provides flexible means of: ❖ Engagement (e.g., using tangible reinforcement to leverage new learning) ❖ Representation (e.g., communication devices, visuals, manipulatives, graphic organizers) ❖ Action and expression (e.g., core language, permanent products expressed through pictures, eye gaze, assistive technology)
❖ During instruction, staff deliver instructional cues clearly, prompt as needed, and reinforce correct responses or deliver error correction as needed.
❖ Inter-staff communication is respectful of students and limited in content to classroom issues and instruction. Confidentiality of students is preserved.
❖ All classroom staff are involved in delivering instruction, including during out- of- classroom activities (lunch, recess, CBI).

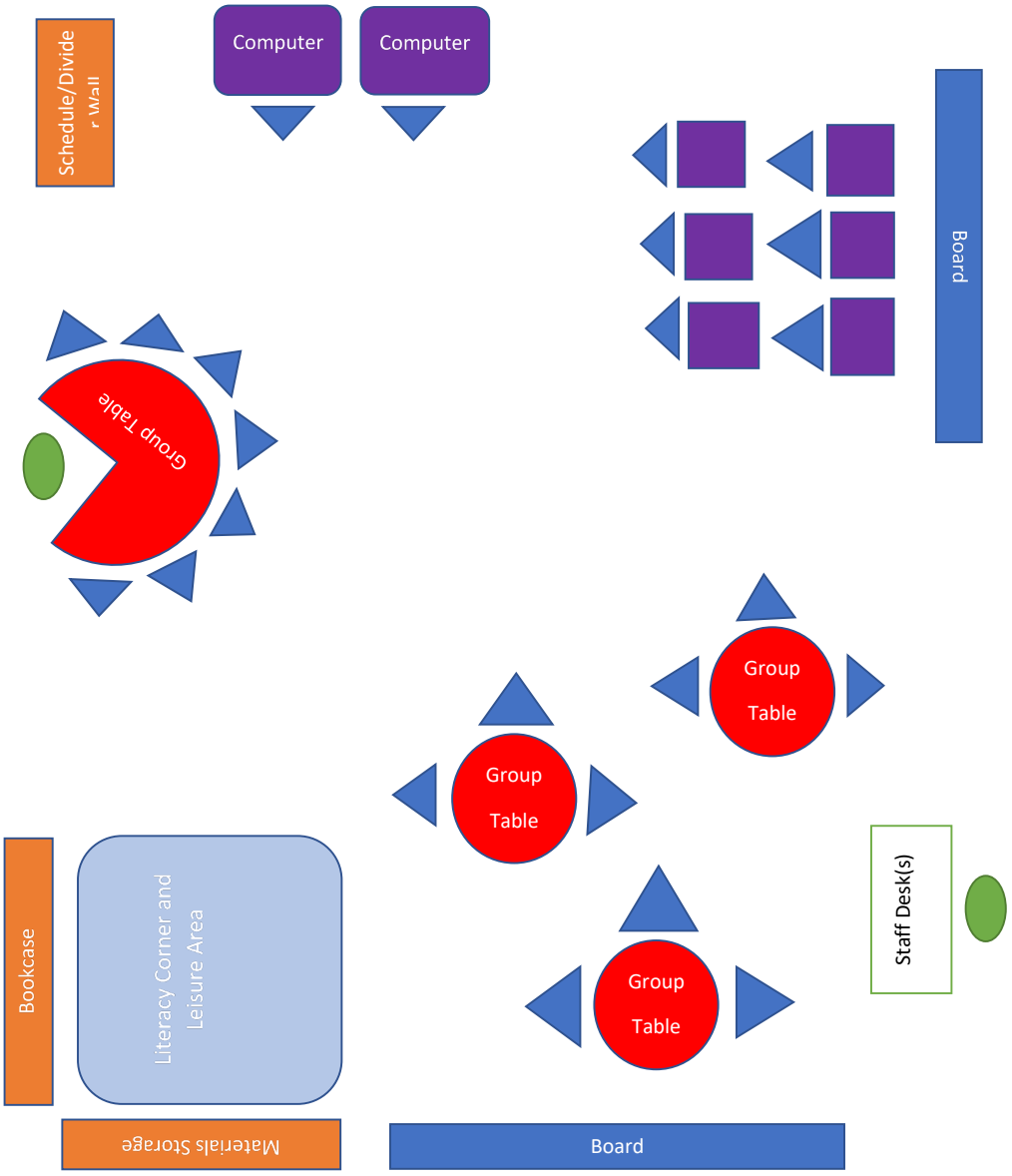
❖ All classroom staff can state IEP objectives being worked on for each student when asked.
❖ Delivers clear instructional cues using student mode of receptive communication.
❖ Instruction pace promotes high rates of correct responding and uses appropriate schedules of reinforcement.
❖ Instruction is individualized, incorporates natural and individualized reinforcers, and encourages spontaneous use of skills in different settings
❖ Demonstrates prompting hierarchy with students that promotes independence and preserves dignity.
❖ Skills are taught in the context of naturally occurring activities and daily routines.
❖ Makes sure lesson design incorporates students' mode of communication (communication devices, ACC) to develop language.
❖ Data are collected during instructional activities for each student; data are tracked, summarized and reported and brought to student study/IEP meetings.
❖ Daily communication with parents is informative, positive and non-judgmental.
CORE CURRICULUM AREAS
❖ Staff create many opportunities for spontaneous use of communication skills, and foster communication through a variety of instructional approaches.
❖ Use of Augmentative and Alternative Communication (AAC) devices or Picture Exchange Communication Systems (PECS) or sign language for students using these supports is encouraged in all situations, and students are not denied access to their communication systems.
❖ Behavior problems are minimized by using choices, clear expectations and positive reinforcement.
❖ Students displaying behavioral difficulties have an individualized behavior plan or have been referred for a Functional Behavior Assessment (FBA).
❖ Opportunities for meaningful interaction and friendships with non-disabled peers are provided. Social skills instruction is planned and

supported by staff.
❖ Learning goals are evident to students and instructor, and are represented using object, picture, icon, word, and/or sentence.
❖ Ensures that a link between the activity and the learning goal is evident (e.g.' the activity may be cooking, but the learning goal is to accurately measure liquids and solids).
❖ Delivers directions in explicit, precise, and scaffolded steps.
❖ Uses strategies to promote attending to task (e.g., visual supports and response options)

Developed by FLDRs, Adapted for use in Manatee County

Sample InD Classroom Layout

Visuals and expectations are posted for each area.



Classrooms for Students with Autism

Classroom Description

Classrooms are multi-age/multi-grade. Schools with more than one classroom for students with Autism may have classrooms divided by grade or functional level. Classrooms are typically allocated one teacher and one classroom aide/paraprofessional.

Classroom Environments

External organizational supports to address challenges with attention and executive functioning are used. Classrooms provide visual supports at a variety of symbolic functioning levels. Classrooms have well defined visual boundaries and room arrangements that support whole group, small group and individual workstations. Classrooms follow predictable routines.

Scheduling and Instructional Activities

Visual and/or written information to supplement verbal communication is present in the classroom. Daily class schedules and/or individual schedules for students and staff are clearly posted and include assignments/tasks, locations, and activities. Academic instruction is provided on either the Florida State Standards or the Access Points as indicated on each child's Individualized Education Plan. Academic and social skills instruction is provided whole group, small group and individually. A prompting (gestural, verbal, physical) hierarchy is used with students to model skills and to promote independence. Language acquisition and communication are encouraged and skills are taught in the context of naturally occurring activities and daily routines. Verbal communication, AAC devices, PECS, and/or sign is used. Communication is encouraged and structured support for communication is provided based on the individual needs of students. Therapists and instructional staff use a transdisciplinary approach, working together to increase generalization of skills across settings.

Behavior

Sensory breaks are provided throughout the school day. Rooms typically include a break area. Individualized Behavior Intervention Plans are used for students for whom plans have been developed. Positive reinforcement is frequently provided with intention and approximations are rewarded.

ASD Classroom Look Fors

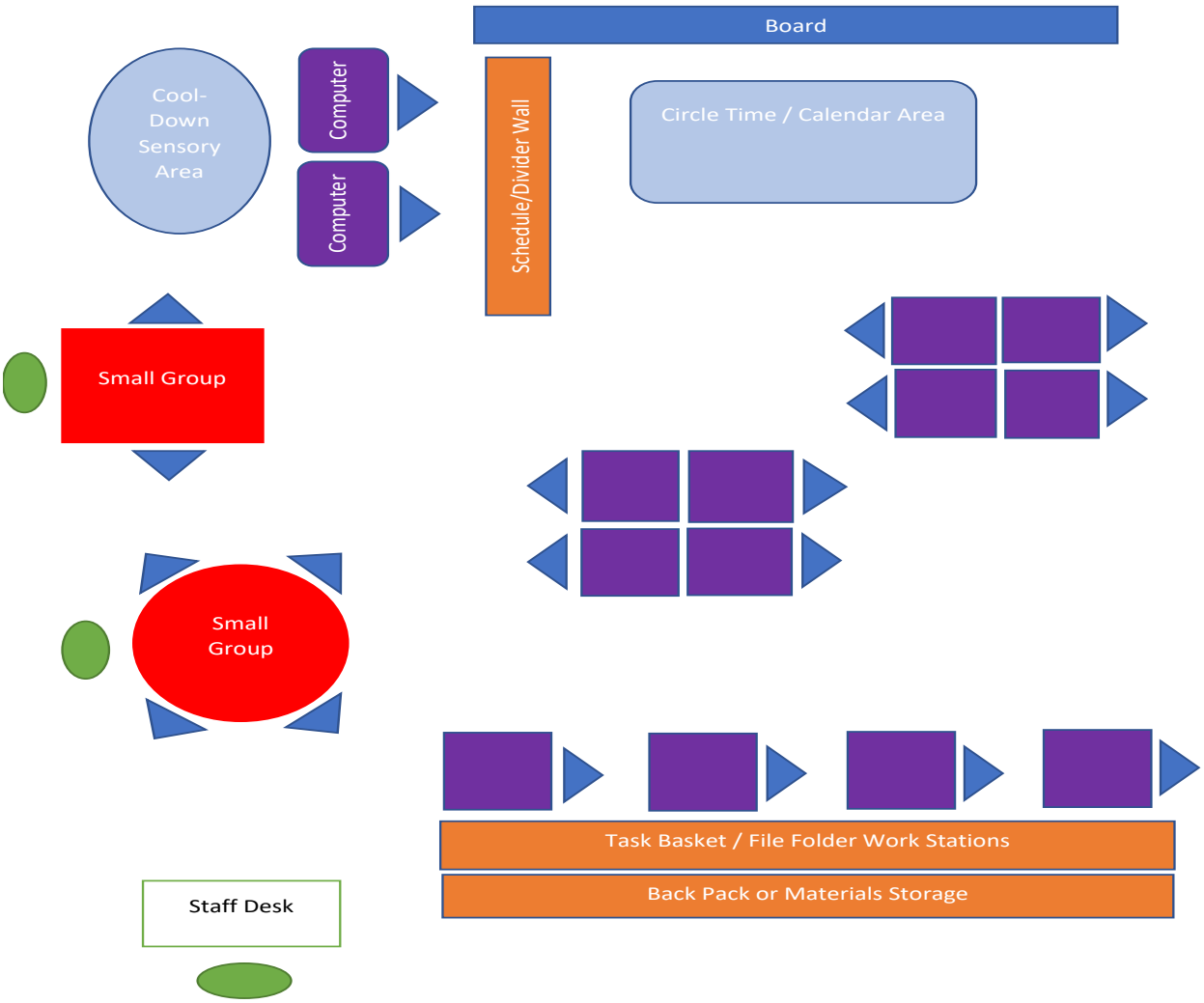
❖ ENVIRONMENTAL ARRANGEMENT
❖ Room arrangement has clearly defined visual boundaries for specific activities, always allows for supervision of all students; and prevents or minimizes problem behaviors.
❖ Visual supports are at multiple levels of symbolic functioning (pictures, words, and/or phrases), and are used to enhance predictability, facilitate transitions, and help convey expectations.
❖ Materials and furniture are age appropriate.
❖ Individual workstations are arranged left-right or top-bottom, and tell how much work, what work, when finished, and what's next. Materials in workstations are varied from day to day and are educationally and functionally related to student IEPs.
❖ SCHEDULING, ACTIVITIES, AND INTENSITY
❖ A staff schedule showing staff and student assignments, locations, and activities, is prominently posted and being followed.
❖ A daily classroom schedule is posted at student level, is visible and appropriate for students' level of symbolic functioning and is used throughout the day.
❖ Schedule and activities reflect appropriate distribution of curriculum for the age, level and individual needs of students in the classroom.
❖ Schedules reflect a variety of learning formats for each student, including 1:1 instruction, small group, large group, independent work, and social interaction/leisure options.
❖ Individual schedules are at child level and are being used correctly.
❖ Large group transitions are infrequent and supported by environmental arrangement and scheduling.
❖ Each group activity monitored by staff.
❖ Activities are language-based, and staff encourage commenting, asking and answering questions; staff create opportunities to promote communication between students.

❖ Students remain actively engaged in learning opportunities.
❖ During 5-minute walk through, staff interact with each student at least once to teach or promote learning.
❖ INSTRUCTION AND INTERACTION
❖ Communication directed to students is clear and relevant, appropriate to language ability, grammatically correct and presents opportunities for dialogue (rather than being largely directive).
❖ Comments directed toward students follow a positive ratio (ie 7:1 instructive/positive comments to corrective comments).
❖ During instruction, staff deliver instructional cues clearly, prompt as needed, and reinforce correct responses or deliver error correction as needed.
❖ Inter-staff communication is respectful of students and limited in content to classroom issues and instruction. Confidentiality of students is preserved.
❖ All classroom staff are involved in delivering instruction, including during out of- classroom activities (lunch, recess, CBI).
❖ Instructional methods reflect the unique needs of students, and are grounded in research-based practices, including Discrete Trial Training, incidental teaching, and direct instruction.
❖ Instruction pace promotes high rates of correct responding and uses appropriate schedules of reinforcement.
❖ Instruction is individualized, incorporates natural and individualized reinforcers, and encourages spontaneous use of skills in different settings
❖ “Hands-on” contact with students promotes independence and preserves dignity.
❖ Skills are taught in the context of naturally occurring activities and daily routines.
❖ Students with slow rates of learning are provided intensive levels of instruction, including daily one-on-one instruction sessions.

❖ Data are collected during instructional activities for each student; data are tracked, summarized and reported and brought to student study/IEP meetings.
❖ Daily communication with parents is informative, positive and nonjudgmental.
❖ CORE CURRICULUM AREAS
❖ Staff create many opportunities for spontaneous use of communication skills, and foster communication through a variety of instructional approaches.
❖ Use of Augmentative & Alternative Communication (AAC) devices or Picture Exchange Communication Systems (PECS) or sign for students using these supports is encouraged in all situations, and students are not denied access to their communication systems.
❖ Behavior problems are minimized by using choices, clear expectations and positive reinforcement (ie: First/Then, Choice Boards, Token Boards, etc.).
❖ Students displaying behavioral difficulties have an individualized behavior plan or have been referred for a Functional Behavioral Assessment (FBA).
❖ Opportunities for meaningful interaction and friendships with non-disabled peers are provided to the extent possible. Social skills instruction is planned and supported by staff.
❖ Curriculum and schedule reflect an emphasis on the core deficits of autism; activities emphasize social interaction skills with adults and peers, functional communication for all students, age-appropriate engagement, and maximizing independent functioning.

Developed by Florida's Centers for Autism and Related Disabilities (CARD), Adapted for use in Manatee County

Sample ASD Classroom Layout



Visuals and expectations are posted for each area.

Classrooms for Students with Emotional Behavioral Disabilities

Classroom Description

Classrooms are multiage/multi-grade. Schools with more than one classroom for students with Emotional Behavioral Disabilities may have classrooms divided by grade or functional level. Classrooms are typically allocated one teacher and one classroom aide/paraprofessional.

Classroom Environments

Classroom rules and behavioral expectations are clearly posted. Classrooms have well defined visual boundaries and room arrangements that support whole group, small group and individual workstations. Classrooms follow predictable routines and visual supports like timers, checklists, and other scheduling supports are used.

Scheduling and Instructional Activities

Academic instruction is typically provided on the Florida State Standards. Academic and social skills instruction is provided whole group, small group and individually. Social skills instruction is explicitly provided through direct instruction. Social skills lessons are planned as well as provided in natural contexts throughout the day.

Behavior

Sensory breaks are provided throughout the school day. Rooms typically include a break area. Individualized Behavior Intervention Plans are used in addition to the classroom level system. Positive reinforcement is consistently and frequently provided with intention. Student approximations are rewarded. Classroom staff, therapists and behavior specialists collaborate regarding the whole class and individual students.

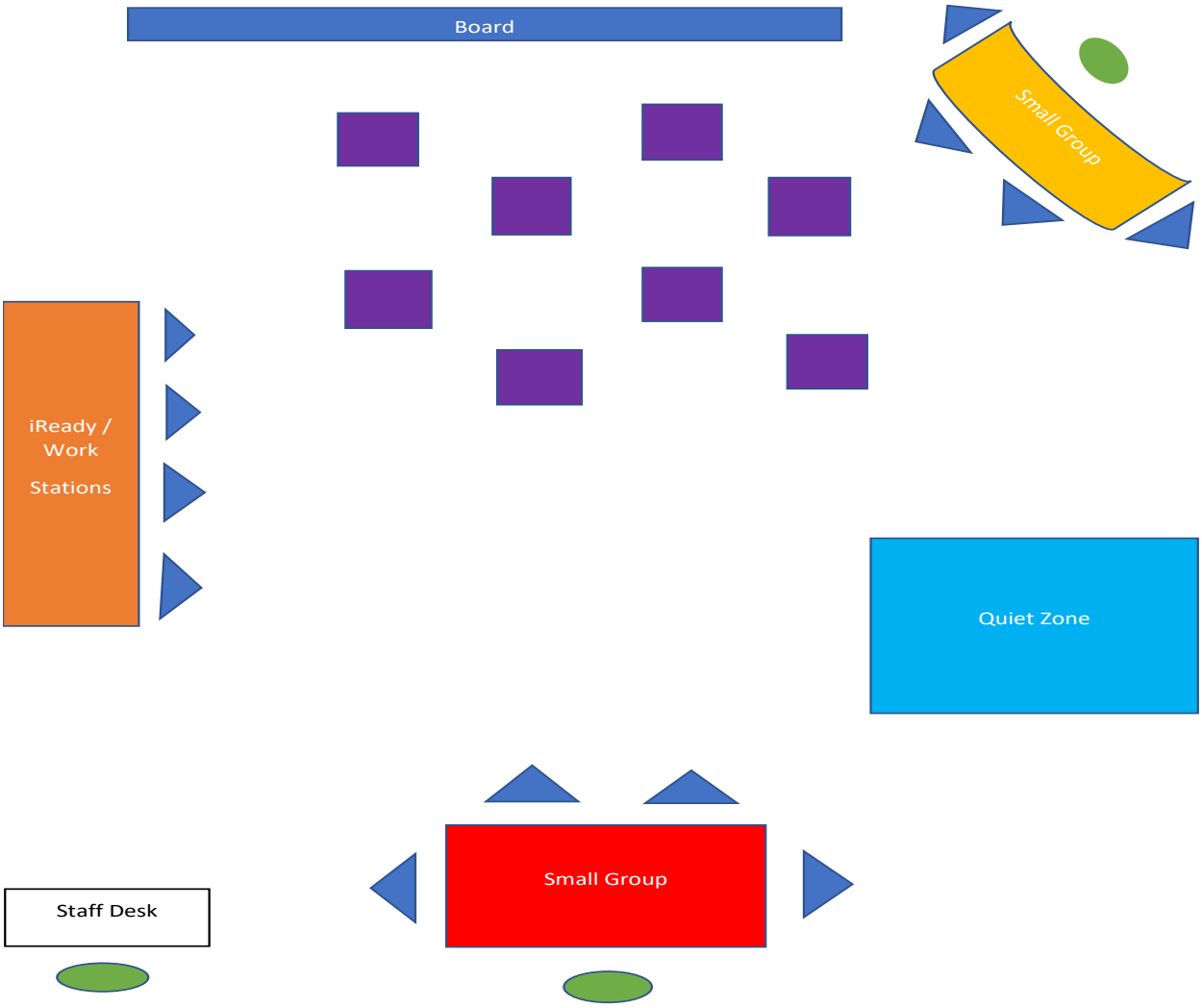
EBD Classroom Look Fors

❖ ENVIRONMENTAL ARRANGEMENT
❖ Material organized and accessible, but unnecessary and distracting items are removed from view and reach.
❖ Students have secure and adequate spaces for personal storage.
❖ Furniture is arranged to decrease traffic follow challenges.
❖ Instructional areas of the classroom have clear, visual boundaries for students.
❖ Rules and procedures are written and/or illustrated, posted and referred to frequently.
❖ SCHEDULING, ACTIVITIES, AND INTENSITY
❖ A staff schedule showing staff and student assignments, locations, and activities, is prominently posted and being followed.
❖ A daily classroom schedule is posted at student level, is visible and appropriate for students' level of symbolic functioning and is referred to throughout the day with attention given to transition times.
❖ Schedules reflect that the majority of time is spent on active learning activities, with little or no unstructured downtime.
❖ INSTRUCTION AND INTERACTION
❖ All classroom staff use a variety of teaching methods and are involved in instructional activities.
❖ Classroom paras/aids/assistances are actively involved with students in a manner that promotes independence, learning and positive interactions with peers in a variety of activities.
❖ All students remain actively engaged in relevant learning opportunities.
❖ Lesson objectives, materials, methods and accommodations used are varied and appropriate based on students' individual needs.
❖ During instruction, staff deliver instructional cues clearly, prompt students as needed, and reinforce correct responses or deliver error correction as needed following a positive ratio (ie 4:1 instructive/positive

comments to corrective comments). Corrective feedback when needed is provided promptly and positively.
❖ Checks for student understanding are conducted frequently after directions are delivered and while tasks are being completed.
❖ Appropriate lengths of time are provided for assignments.
❖ Students are provided with opportunities to make choices within/across tasks or assignments.
❖ During instruction, staff deliver instructional cues clearly, prompt as needed, and reinforce correct responses or deliver error correction as needed.
❖ Inter-staff communication is respectful of students and limited in content to classroom issues and instruction. Confidentiality of students is preserved.
❖ Instruction pace promotes high rates of correct responding and uses appropriate schedules of reinforcement.
❖ Instruction is individualized, incorporates natural and individualized reinforcers, and encourages spontaneous use of skills in different settings
❖ "Hands-on" contact with students is limited and serves to promote independence and preserves dignity.
❖ Social skills are explicitly taught in isolation and within the context of naturally occurring activities and daily routines.
❖ Communication with parents is informative, positive and nonjudgmental.
❖ Classroom Behavior System: A behavior system is developed and implemented to ❖ prevent or to address behavior problems in addition to Functional Behavior Assessments and Behavior Intervention Plans.
❖ A level system focusing on rewards/recognition for appropriate behavior is in place and understood by staff and students.
❖ There are specific criteria in place for earning reinforcers/rewards and are students aware of the specific criteria.
❖ Students are always eligible to earn age-appropriate reinforcers/rewards.

❖ Rewards that have been earned are not taken away/threatened to be removed.	Developed by Positive Behavioral Support Project, Adapted for use in Manatee County
❖ Consequences for rule violations are preplanned and commonly known to students and staff.	
❖ Consequences are delivered consistently, respectfully, and in a timely manner.	
❖ Students are reminded of their choices in a calm, positive manner prior to the escalation of a behavior.	
❖ Data are collected systematically throughout all activities for each student; data are tracked, summarized and reported and brought to student study/IEP meetings.	

Sample EBD Classroom Layout



Expectations are posted for each area.

What Supports and Materials May Look Like

Sample Visual Schedules and Visual Supports





Individual student schedules are used throughout the day. Schedules should be organized from top to bottom or from left to right. Students move each task over or into the "finished bin" as they complete each task. In some cases, student schedules are kept in individual folders or albums.



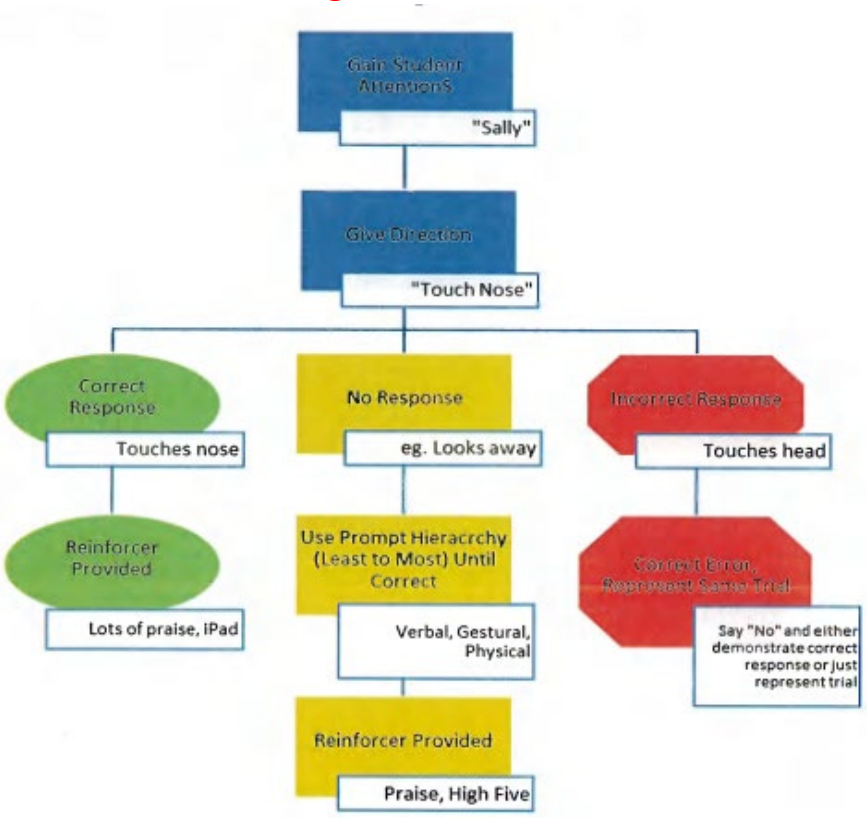
Procedures for daily living tasks are posted strategically around the room indicating the steps of the process for completing the tasks.

Sample Workstation Supports



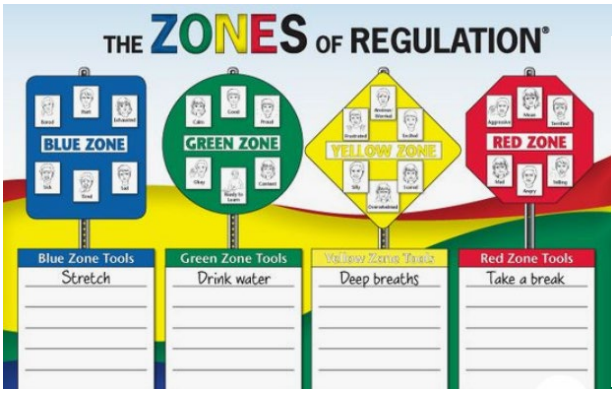
Task baskets and file folders are used for independent work practice. Work stations provide visual supports and cues.

Sample Discrete Trial Training Flow Chart



Sample Behavioral Systems and Supports

Staff should work to maintain and increase stable functioning through instruction in resiliency and the use of descalation strategies when needed to increase learning and to minimize the need for crisis intervention. Staff should focus primarily on prevention before a crisis occurs. Staff should be trained in Crisis Prevention, Crisis De-escalation, Crisis Intervention, and Post-Crisis Intervention.



PROFESSIONAL CRISIS MANAGEMENT ASSOCIATION
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Since 1981

Level systems are used as a classroom management technique that includes the principals of shaping with the end goal of student self-management. Most level systems have 4 levels with Level 1 being the most restrictive and Level 4 having the most privileges and are based on daily point sheets.

Key Components of Level Systems
Identify Target Behaviors and Develop Points Sheets
Develop a Time Frame for providing Feedback
Determine Point Value for each Target Behavior
Develop a Continuum of Levels
Determine how students will move up and down levels
Determine the reinforcers and privileges associated with each level
Determine when student have access to backup reinforcers
Determine how to keep track of points earned or spent
Develop a procedure to monitor student's progress and system evaluations

Sample Level System

Category	Level 4	Level 3	Level 2	Level 1 (Restriction)
Point Sheet Requirements	90% to 100%	80% to 89%	70%-79% This level is for beginning students	0-69%
Expectations	Complete all classroom assignments Participate in all classroom activities (examples: gym, social skills) Shows Safety Accepts Responsibility the majority of the time. Believes "I Can" Leads By Example Exchanges Mutual Respect	Complete all classroom assignments Participate in all classroom activities (examples: gym, social skills) Shows Safety Accepts Responsibility more often than not. Believes "I Can" Demonstrates respectful behavior	Complete all classroom assignments Participate in most classroom activities (examples: gym, social skills)	Students can be assigned at any time to this level if they demonstrate the following: 1. Physically aggressive 2. Damages school property 3. Verbally aggressive to staff or students 4. Leaving classroom without permission
Privileges	Pick Go Noodle for class First to Shop for Friday afternoon reward* • extra recess minutes • opt out of 1 assignment a week • first to shop on Friday May use computer during class breaks Note home or handmade certificate for first time making level 4	Friday afternoon reward* Shops after Level 4 students on Friday May use computer during class breaks Note home or handmade certificate for first time making level 3	Friday afternoon reward* Shops after Level 3 students on Friday	Last to shop on Friday*

*Rewards should be something teachers are willing to give and can be given consistently (ie: play a game, eat with staff, earn a privilege, offering no homework, etc.).

Items Commonly Found in Special Education Program Classrooms

Item(s)	Description/Use
Divider Panels with Cantilever Legs or **Colored Tape to Designate Spaces**	Used to divide spaces to create privacy around changing tables, to create cool down zones, and to minimize distractions
Balance Cushions, Wiggle Seats, or Sensory Disks	Used to increase students' physical stability, balance and concentration when sitting or standing May reduce fatigue or pain, may improve concentration
Puzzles	Used to improve fine motor skills and hand eye coordination Used to reinforce skills relating to colors, shapes, animals, and other concepts Used as reinforcement
Board Games	Used to provide instruction in practice in social skills and resiliency
Thinking Putty, Sensory Balls, Glitter Tubes	Used to improve fine motor skills and hand eye coordination Used to meet sensory needs in the classroom Used as reinforcement or to "cool down"
Visual Times	Used to facilitate whole group, small group and individual transitions

Communication Supports, Core Boards, Visual Schedules that can be rearranged using Velcro	Used to increase communication and to enhance understanding
File Folders Tasks and/or Task Baskets	Used to set up independent work to be done using visual cues reflecting: What work needs to be done? How much work needs to be done? How students know when they are finished? What to do next? Tasks vary greatly and can encompass a variety of purposes include (but not limited to): tracing, building sentences with Sight Word Sentence Strips, writing, matching or sorting (colors, shapes, objects, numbers), demonstrating math skills, and/ or daily living task.

Tips for Working with Paraprofessionals in the Classroom

- Plan to communicate constantly.
- Explicitly share your expectations.
- Tackle issues right away.
- Be clear about “free time.”
- Treat the para as an equal in the classroom. Your students will too.
- Listen to the para when they talk with you about a student. They see things you do not.
- Have regular meetings with your paraprofessional.
- Share important school information.
- Allow your aide to watch you model how you want them to work with students and discuss what they see.
- Provide the paraprofessional behavior information about students. If you want them to collect data, be specific and routine.
- Provide the paraprofessional academic/medical information about students.
- Teach the paraprofessional your behavior management and classroom routines.
- Explicitly share expectations about communication with parents.
- Utilize strengths and weaknesses.
- Offer professional development.

Sample Activities for Paraprofessionals

- Provide Small Group Instruction with Teacher Plans
- Facilitate student work stations.
- Collect data.
- Material preparation.
- Implement classroom routines.
- Implement behavior expectations.
- Work one to one with students for reinforcement.
- Assist with toileting needs.
- Assist with tube feeding.
- Assist with transitions in and out of the classroom.

Behavior Supports

What is the legal authority of functional behavioral assessments and behavioral intervention plans?

The IDEA Amendments (20 U.S.C. Chapter 33) reference functional behavioral assessment in Section 1414, "Evaluations," and in Section 1415, "Procedural Safeguards." Specifically, Section 1414(b)(2)(A) states that the local education agency (LEA) shall "use a variety of assessment tools and strategies to gather relevant functional and developmental information, including information provided by the parent, that may assist in determining whether the child is a child with a disability."

Further, Section 1414(b)(2)(C) requires the use of "technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors" and (3)(D) "assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child."

Section 1414(d)(3)(B)(i-v) addresses the role of the IEP team in considering special factors. Part (i) states that the practitioner should "in the case of a child whose behavior impedes his or her learning or that of others, consider, when appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior."

Procedural safeguards are delineated in Section 1415. Specifically, Sections 1415(k)(1)(A)(i-ii) and (B)(i-ii) outline the requirements for placements in alternative educational settings, another setting, or suspension as a result of disciplinary action. Part (B)(i) and Part (B)(ii) state, "If the local educational agency did not conduct a functional behavioral assessment and implement a behavioral intervention plan for such child before the behavior that resulted in the suspension...the agency shall convene an IEP meeting to develop an assessment plan to address that behavior; or if the child already has a behavioral intervention plan, the IEP Team shall review the plan and modify it, as necessary, to address the behavior."

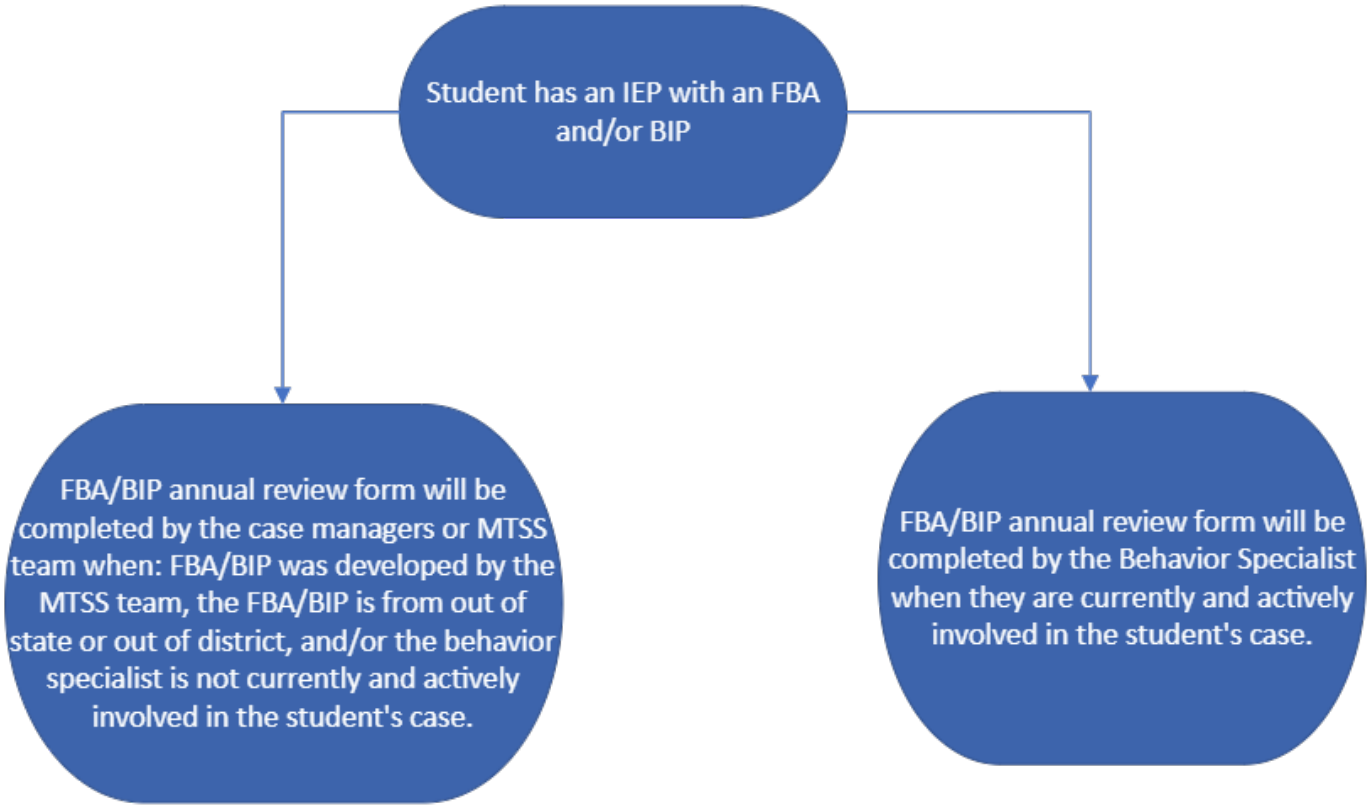
If a request is made by a family for an outside behavioral support provider to support a student at school, please contact the District Behavior Specialist Lead to facilitate the process.

Types of Support a Behavior Specialist Can Offer					
Modeling			Individual Support		
Implementation of Intensive BIPs De-Escalation Techniques Types Of Reinforcement Teacher-Developed Behavior Systems			Assess Response to Intensive BIP Analyze Progress Monitoring Data Refer to IST, If Needed Train Staff on New/Transitioning Students		
Unit	Physical Setting	Scheduling	Socialization	Classroom Behavior Support	Trainings
All	Preferential Seating Accessible Materials	Transition Routines Limit Downtime	Social Skills Teachable Moments Social Stories	Data Collection Expectations Taught/Visible/Practiced Systems For Positive & Negative Consequences for Behavior	Functions of Behavior Data Collection Effective Reinforcement Teaching Desired Behavior Building Relationships Influence of Task Difficulty
VE	Small Groups Individual Desks Calm Area	Class Visual Schedule	Friendships Coping/Frustrations Transitions To Gen Ed	Whole Class Reward System	Disability Awareness
ASD	Centers Physical Boundaries Sensory/Calm Area	Class And Individual Visual Schedules Rotation Procedure	AAC Facilitated Play/Social Routines Self-Advocacy	First-Then Token Boards	Spectrum of Behaviors for ASD Impact of Communication Deficits
IND	Centers Sensory/Calm Area	Class And Individual Visual Schedules	AAC Functional Skills Self-	First-Then	Down Syndrome

			Advocacy Skills Facilitated Play/Social Routines		
EBD	Calm Area Centers Physical Boundaries	Class Schedule	Relationship/ Rapport Building Coping	Level System Point Sheets	ODD ADHD OCD Trauma Gifted & EBD Anxiety/Depression

Annual Functional Behavior Assessment (FBA) and Behavior Intervention Plan (BIP) Review Flow Chart

See Appendix N for FBA/BIP Review Form



Appendix

Appendix A, Autism Spectrum Disorder Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA*	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA***	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. May be NA for PK Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			

IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
ASD 1	Behavioral observations were conducted by members of the evaluation team targeting social interaction, social communication skills, and restricted or repetitive patterns of behavior, interests or activities. Observer: _____ Observation Date: _____			
ASD 2	Social Developmental History was completed based on interview with parent or guardian.			
ASD 3	A comprehensive psychological evaluation was conducted that includes assessment of:			

	○ academic _____ ○ intellectual _____ ○ social-emotional and behavioral functioning _____ ○ at least one standardized instrument specific to autism spectrum disorder. _____		
ASD 4	Language evaluation that includes assessment of pragmatics (verbal and nonverbal) and social interaction components of social communication. An observation of the student's social communication must be conducted by an SLP. Observation Date: _____		
ASD 5	A standardized assessment of adaptive behavior (cannot be the BASC) must include input from the parent or legal guardian regarding their child's adaptive behavior.		
ASD	○ If behavioral concerns are present, a functional behavioral assessment is conducted to inform behavioral interventions on the IEP. ○ Or there is documentation by the problem solving team indicating that behavioral concerns are not present and that the team determined that a functional behavioral assessment is not recommended.		

Review Date(s): _____
Review Notes:

_____
_____
_____
_____
_____

ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:

_____
_____
_____
_____
_____

Appendix B, Developmental Delay Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			

IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
DHH 1	An audiological evaluation was conducted. Date: _____			
DHH 2	An evaluation of developmental skills or academic achievement, including information on the student's academic strengths and weaknesses, was conducted.			
DHH 3	An evaluation of social development was conducted by a person with greatest opportunity to observe student behavior over time and in a variety of situations.			
DHH 4	An evaluation of expressive and receptive communication was conducted.			
DHH	An individual assessment of intellectual functioning, including comprehensive			

5	nonverbal or developmental scales if more appropriate for students under age seven, was conducted by school psychologist. Date: _____		

Review Date(s): _____
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ESE Program Specialist: _____ Compliance Date:_____
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Appendix C, Dual Sensory Impairment Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. May be NA for PK Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided			

	○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
DSI 1	A medical eye exam describing the etiology, diagnosis and prognosis was conducted Date: _____			
DSI 2	An audiological exam was conducted			

	Date: _____		
DSI 3	Comprehensive assessment of skills known to be impacted by hearing and visual impairments to include: ○ functional hearing assessment ○ an assessment of social development ○ evaluation of receptive and expressive communication by a speech and language pathologist ○ functional vision evaluation and learning media assessment ○ and if appropriate, orientation and mobility assessment and sign language assessment, has been conducted.		
DSI 4	If available, a medical report from a physician licensed in Florida unless a report of medical examination from a physician licensed in another state is permitted describing the etiology or diagnosis of the student's medical condition that does, or has potential to, result in dual sensory loss. Physician: _____ Date: _____		

Review Date(s): _____
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ESE Program Specialist: _____ Compliance Date:_____
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Appendix D, Emotional Behavioral Disability Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			

IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
EBD 1	A functional behavioral assessment (FBA) was conducted. FBA Date: _____			
EBD 2	A scientific, research-based behavior intervention plan (BIP) was completed and was implemented with reasonable intensity and duration. BIP Date:_____			
EBD Manatee County	TATE Review was completed by Manatee County Behavior Specialist team earning a score of 90% or better. TATE Date: _____ TATE Score: _____			

	*** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		
EBD Manatee County	FOR BEHAVIOR RELATED CASES ONLY (ie. ADHD: inattentive or hyperactive) Fidelity Checklist: Must prove that 80% or better of the interventions in the Behavior Intervention Plan were implemented as written. Fidelity Checklist Date: _____ Fidelity Score:_____ Fidelity Checklist Date: _____ Fidelity Score:_____ *** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		
EBD 3	A social developmental history was compiled from a structured interview with the parent or guardian.		
EBD 4	A psychological evaluation was conducted that includes assessment procedures necessary to identify the factors contributing to the development of an emotional or behavioral disability.		
EBD 5	Educational data was reviewed, and an academic evaluation (test of achievement) was completed.		
EBD 6	If needed, a medical evaluation was conducted.		

Review Date(s): _____
Review Notes:

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ESE Program Specialist: _____ Compliance Date:_____
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Appendix E, Intellectual Disability Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team			

	○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability.			
InD 1	A standardized individual test of intellectual functioning was administered by psychologist. Date: _____ Assessment: _____ Scores: _____			

	Date: _____ Assessment: _____ Scores: _____		
InD 2	A standardized assessment of adaptive behavior that included input from the student's parent or guardian was conducted. Date: _____ Assessment: _____ Parent Scores: _____ Date: _____ Assessment: _____ Teacher Scores: _____		
InD 3	A standardized test of academic or pre-academic achievement was individually administered. Date: _____ Assessment:_____ Scores: _____		
InD 4	A social developmental history was compiled directly from the parent, guardian, or primary caregiver.		

Review Date(s): _____
Review Notes:

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ESE Program Specialist: _____ Compliance Date:_____
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Appendix F, Orthopedic Impairment Initial Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern:			

	○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			

IE14	The student was assessed in all areas related to the suspected disability.		
OI 1	The evaluation procedures include a report of a medical examination within the previous 12 month period by a Florida licensed physician, unless a report of medical examination from a physician licensed in another state is reviewed and accepted by **District ESE Administrator/ESE Coordinator**. Physician Name: _____ Date:_____		
OI 2	The evaluation procedures include an educational evaluation that identifies educational and environmental needs. Ed Eval Date: _____		

Review Date(s): _____
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ESE Program Specialist: _____ Compliance Date:_____
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Appendix G, Other Health Impairment Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern:			

	○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. May be NA for PK *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a			

	student's ESE needs.		
IE14	The student was assessed in all areas related to the suspected disability.		
OHI 1	The evaluation procedures include a report of a medical examination within the previous 12 month period by a Florida licensed physician, unless a report of medical examination from a physician licensed in another state is reviewed and accepted by **District ESE Administrator/ESE Coordinator**. Physician Name: _____ Date:_____		
OHI 2	The evaluation procedures include an educational evaluation that identifies educational and environmental needs. Ed Eval Date: _____		
OHI Manatee County	If behavioral referral, a functional behavioral assessment and behavior intervention plan must be completed. FBA Date: _____ BIP Date: _____ *** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		
OHI Manatee County	FOR BEHAVIOR RELATED CASES ONLY (ie. ADHD: inattentive or hyperactive) TATE Review was completed by Manatee County Behavior Specialist team earning a score of 90% or better. TATE Date: _____ TATE Score: _____ *** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		
OHI Manatee County	FOR BEHAVIOR RELATED CASES ONLY (ie. ADHD: inattentive or hyperactive) Fidelity Checklist: Must prove that 80% or better of the interventions in the Behavior Intervention Plan were implemented as written. Fidelity Checklist Date: _____ Fidelity Score:_____ Fidelity Checklist Date: _____ Fidelity Score:_____ *** May be NA for Out of State Transfer when Federal IDEA Guidelines were met**		

Review Date(s): _____
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ESE Program Specialist: _____ Compliance Date:_____
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Appendix H, Traumatic Brain Injury Eligibility Protocol

Student Name: _____ **School**: _____ **Gr**:____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern:			

	○ Intervention(s) align with identified area(s) of concern ○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			

IE14	The student was assessed in all areas related to the suspected disability.		
TBI 1	The evaluation procedures include a report of a medical examination within the previous 12 month period by a Florida licensed physician, unless a report of medical examination from a physician licensed in another state is reviewed and accepted by **District ESE Administrator/ESE Coordinator**. Physician Name: _____ Date:_____		
TBI 2	The evaluation procedures include documented evidence by more than one person, including the parent, guardian, or primary caregiver, in more than one situation of a marked contrast of pre and post injury capabilities in one or more of the areas listed in TBI 5.		
TBI 3	The evaluation procedures include an educational evaluation that identifies educational and environmental needs		
TBI 4	The evaluation procedures include a neuropsychological evaluation when requested by the ESE administrator or designee.		

Review Date(s): _____
Review Notes:

_____
_____
_____
_____
_____

ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:

_____
_____
_____
_____
_____

Appendix I, Specific Learning Disability Eligibility Protocol

Student Name: _____ **School**:_____ **Gr**:_____
Language Spoken in the Home: _____ **ELL Code**: _____

	General Education Intervention Activities Prior to Interventions	NA	Yes	No
IE4	Screening for hearing and vision were conducted for a PK or school-age student for the purpose of ruling out sensory deficits. Additional screenings (speech, language) or assessments to assist in determining interventions may be conducted, as appropriate. Vision Date: _____ (Pass / Refer) Hearing Date: _____ (Pass / Refer)			
	Parent Interview/School Data Form Date Completed: _____ Required for students with a classification of LY, LF, or LP.			
	General Education Intervention Activities Prior to Consent	**NA**	**Yes**	**No**
IE1	There is documentation of parental involvement in the general education intervention process. Date: _____ Date:_____ Example: Report of Conference, Parent Teacher conferences, Parent Involvement form, etc. *** May be NA for PK**			
IE2	Observations of the student must be conducted in the educational environment and, as appropriate, other settings to document the student's learning or behavioral areas of concern. At least one observation must include an observation of the student's performance in the general classroom. Area of Concern: _____ Area of Concern: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ Observation Date: _____ *** May be NA for PK**			
IE3	For a school-aged student, existing data in the student's educational record (FOCUS, cum file, health file, etc.) were reviewed including: Social Achievement Medical Psychological Attendance Anecdotal For PK students, existing data were reviewed, including: Social Psychological Medical *** May be NA for PK**			
IE5	Evidence-based interventions addressing the identified area(s) of concern were implemented in the general education environment. Was the problem solving process followed? Evidence should include graphical or other representation of intervention effectiveness with pre and post intervention performance. For each identified area(s) of concern: ○ Intervention(s) align with identified area(s) of concern			

	○ Intervention(s) changed as needed through problem solving team ○ Implementation data/attendance evidence provided ○ Progress monitoring data provided and current *** May be NA for PK**			
IE6	Ongoing progress-monitoring measures of academic and behavioral areas of concern were collected and shared with parents in an understandable format. *** May be NA for PK**			
	Consent Activities	**NA**	**Yes**	**No**
IE7-9	The school district provided prior written notice of its proposal to evaluate the student. The notice was written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent. If the notice could not be provided in the native language of the parent, steps were taken to ensure the parent understood the content of the notice. Procedural Safeguards were provided. Consent Date: _____			
IE10	The school district requested consent within 30 days of evidence indicating that the student may be a student with a disability who needs special education, or within 30 (calendar) days of a parent request for an evaluation. Date if a Parent Request for Evaluation: _____			
IE11	The school district obtained informed consent from the parent prior to conducting the initial evaluation.			
	Evaluation Activities	**Yes**		**No**
IE12	Qualified examiners conducted the evaluation.			
IE13	The evaluation (1) used a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the student within a data-based problem solving process including student's response to interventions and information provided by parent; (2) did not rely on any single measure as sole criterion for determining eligibility for ESE and (3) used technically sound instruments. Assessments and other evaluation materials were (1) administered so as not to be discriminatory on a racial or cultural basis; (2) in student's native language or other mode of communication and in the form most likely to yield accurate information; (3) used for the purposes for which the assessments are valid and reliable; and (4) administered by trained professionals. Assessment and other evaluation materials (1) include those tailored to assess specific areas of educational need; (2) accurately reflect the student's aptitude or achievement level when administered to a student with impaired sensory, manual or speaking skills; (3) provide relevant information that directly assists persons in determining educational needs of the student and (4) are sufficiently comprehensive to identify all of a student's ESE needs.			
IE14	The student was assessed in all areas related to the suspected disability. Evaluation must include test of achievement.* *** May be NA for out of state transfers.**			
SLD 1	There is evidence that a group of qualified professionals considered data demonstrating that the student was provided well-delivered, scientific, research-based instruction and interventions that addressed the identified			

	area(s) of concern, as well as graphic documentation of repeated measures of achievement that also was provided to the parent(s) or guardian(s).		
SLD 2	The school district promptly requested consent to conduct an evaluation.		
SLD 3	An observation documenting the relationship between the student's classroom behavior and academic performance was conducted. Observation Date: _____ Observation Date: _____		

Review Date(s): _____
Review Notes:

_____
_____
_____
_____
_____

ESE Program Specialist: _____ Compliance Date:_____
Compliance Notes:

_____
_____
_____
_____
_____

Appendix J, Sample Change of Placement Form K-12th Grade

Student Name:	**Date Completed:**
School:	**Date of Birth:**
Current Classroom Placement:	**Current Teacher/Student Ratio:**

Team Members Contributing Data:	
General Education Teacher:	Behavior Specialist:
Speech/Language Pathologist:	Psychologist:
Occupational Therapist:	School Social Worker:
Physical Therapist:	ESE Teacher:
Other:	Other:

Previous Placements. Check all that apply and indicate the length of time in each.		
☐ VPK	Cluster Program(s):	
☐ IPK	☐ ASD	
☐ EPK	☐ EBD	
☐ EPK A	☐ InD	
☐ EPK C	☐ Horizons	
☐ Gen Ed	☐ SABLE	
☐ Inclusion	☐ ACCESS to Education	
☐ Resource	☐ Hospital Homebound	
☐ VE Self-Contained	☐ Other:	

Identified conditions that may affect student performance. Check all that apply.	
☐ Autism Spectrum Disorder	☐ Orthopedic Impairment
☐ Developmental Delay	☐ Other Health Impairment (diagnosis):
☐ Emotional Behavioral Disability	☐ Physical Therapy
☐ Gifted	☐ Speech Impairment
☐ Hearing Impairment	☐ Specific Learning Disability
☐ Intellectual Disability	☐ Traumatic Brain Injury
☐ Language Impairment	☐ Visual Impairment
☐ Occupational Therapy	☐ Other (describe):

Factors Impacting Communication			
Language(s) spoken in the home:			ELL Code:
Attach Parent Interview/School Data Form for students with a classification of LY, LF, or LP.			
	Primary Means of Communication: (if more than one means used, number according to frequency)	**Receptive**	**Expressive**
	Verbal	☐	☐
	Written/pictorial	☐	☐
	Gestures/body movements	☐	☐
	Picture Supported Communication System/Core Vocabulary	☐	☐
	Voice output device/switch access	☐	☐
	Computer/tablet/electronic/AAC device	☐	☐
	Sign/Fingerspell	☐	☐

Most Recent Evaluation(s) Information (Complete for any that apply):		
Evaluation Date	**Evaluation Measure**	**Score(s) Information**
Intellectual/Cognitive Functioning		
Adaptive Behavior (Parent and Teacher)		
Social Emotional Behavioral (BASC, Conners, Vineland, etc.)		
Achievement		
Communication		
Autism (Parent and Teacher)		
Other		
☐ FBA ☐ BIP ○ Team ○ Behavior Specialist	Target Behaviors	

Academic Assessments (Report current scores or attach reports for all the apply)	
☐ TeachTown encore (Access Points):	☐ Reading Plus:

☐ Unique Learning System (Access Points):	☐ Achieve3000:
☐ FL Alternative Assessment (FAA):	☐ Acaletics:
☐ Lexia Core 5/Lexia Power Up:	☐ First in Math:
☐ Other:	☐ District Benchmarks ELA: Q1 ____ Q2_____ Q3_____ Q4_____
☐ FAST ELA: PM 1 _____ PM 2 _____ PM 3_____	☐ District Benchmarks Math: Q1 ____ Q2_____ Q3_____ Q4_____
☐ FAST Math: PM 1 _____ PM 2 _____ PM 3_____	☐ Other:
☐ Other:	☐ Other:

Independent Functioning Support Needs (Check all that apply):		
☐ Adaptive seating/equipment	☐ Accessible classroom/bathroom arrangement	☐ Elevator
☐ Custom dishes/utensils	☐ Adaptive playground	☐ Mobility aids
☐ Specialized cup	☐ Catheterization	☐ Positioning supports
☐ Modified/specialized foods	☐ Toileting schedule	☐ Modified clothing
☐ Straw	☐ Diapering/Pull-ups	☐ Dressing aids
☐ Tube Feeding	☐ Changing Table	☐ Wheelchair
☐ Choking protocol	☐ Hoyer lift	☐ Adaptive bathroom seat
☐ Seizure protocol	☐ Other:	☐ Other:

Interventions/Accommodations in Place (attach sample and/or provide description of what is used and how):					
Intervention/ Accommodations	**Initiated**	**Discontinued**	**Student Response to Intervention**		
☐ Reading Intervention			☐ +	☐ -	☐ ?
☐ Math Intervention			☐ +	☐ -	☐ ?
Curriculum Adaptations ☐ Visual directions ☐ Work systems			☐ + ☐ +	☐ - ☐ -	☐ ? ☐ ?
Scheduling Supports ☐ Break pass ☐ Visual schedule (activity completion) ☐ Visual schedule (breaks)			☐ + ☐ + ☐ +	☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ?

☐ Timers			☐ +	☐ -	☐ ?
Social Emotional Support ☐ Social skills lessons/program ☐ Social stories ☐ Emotional regulation lessons ☐ Counseling group ☐ Counseling (Centerstone) ☐ Counseling as a related service			☐ + ☐ + ☐ + ☐ + ☐ + ☐ +	☐ - ☐ - ☐ - ☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ? ☐ ? ☐ ? ☐ ?
OT Directed Sensory Supports ☐ Sensory Diet Adapted Seating ☐ Sensory Breaks			☐ + ☐ + ☐ +	☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ?
Communication ☐ Core Board ☐ Picture Exchange ☐ Sign Language ☐ Choice Boards ☐ Other:			☐ + ☐ + ☐ + ☐ + ☐ +	☐ - ☐ - ☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ? ☐ ? ☐ ?
Behavior Supports ☐ Level System ☐ Specific reinforcement System ☐ Point Sheets			☐ + ☐ + ☐ +	☐ - ☐ - ☐ -	☐ ? ☐ ? ☐ ?
			☐ +	☐ -	☐ ?
			☐ +	☐ -	☐ ?
			☐ +	☐ -	☐ ?
			☐ +	☐ -	☐ ?
			☐ +	☐ -	☐ ?

☐ Parent conferences have been held concerning performance. (Attach documentation)
☐ Goals are in the IEP for the areas indicated as "not meeting expectations."
☐ MTSS documentation and appropriate data attached

hat change of classroom placement is the team recommending?

hat services does the student need that they are not receiving in their current classroom placement? (Please list)

Signatures below indicate review of the documentation for accuracy and support the recommended change of placement.

X_____ X_____

ESE Case Manager Principal

The ESE Specialist will review the documentation provided and email written notification to the school regarding next steps. The written notification must be received **prior to scheduling** the change of placement meeting.

***Additional data is required for an EBD or ASD placement.**

To be completed by the ESE Specialist Only:

Date packet of information was received: _____

Date packet of information was reviewed: _____

Date emailed written input was given to school: _____

Reviewer's Notes

Appendix K, Sample Change of Placement Form PRE-K

Student Name:	**Date Completed:**
School:	**Date of Birth:**
Current Classroom Placement: ☐IPK ☐EPK ☐EPK A ☐EPK C	**Primary Language Spoken in Home:**

Team Members Contributing Information	
Current Teacher:	Early Learning Specialist: ☐Behavior ☐Curriculum ☐Family Support
Speech/Language Pathologist:	Occupational Therapist:
Physical Therapist:	School Social Worker:
School Psychologist:	Other:

Current Areas of Eligibility (as indicated on the IEP): Check all that apply.	
☐ Autism Spectrum Disorder	☐ Orthopedic Impairment
☐ Developmental Delay	☐ Other Health Impairment
☐ Occupational Therapy	☐ Physical Therapy
☐ Language Impaired	☐ Speech Impaired
☐ Language Impaired as a related service	☐ Visually Impaired
☐ Deaf/Hard of Hearing	☐ Traumatic Brain Injury
☐ Other:	☐ Other:

Current Levels of Functioning as Evidenced by (attach results for all the apply):	
☐ Portfolio Assessment	☐ COS Progress Monitoring Tool
☐ Socially Savvy	☐ Progress Monitoring on goals in the IEP
☐ Time Sample for Behavior	☐ Frequency Count for Behavior
☐ Other:	☐ Other:

The following interventions/accommodations are currently being provided:		
Intervention/Accommodation:	**Date Initiated:**	**Current Student Response**
☐ Pre-Academic:		☐+ ☐- ☐No Response
☐ Behavior:		☐+ ☐- ☐No Response
☐ Other:		☐+ ☐- ☐No Response

Items Presented for Consideration (attach copies of evidence as needed):	
☐ Parent conferences documented that address the area of concern or progress. At least one documented conference is required.	☐ Parent concerns or progress has been documented.
☐ Evidence of gains made towards IEP goals.	☐ Evidence of progress not made towards IEP goals.
☐ Observation/Recommendation by an Early Learning Specialist has been documented and implemented.	☐ Recommendation made to IST team.
☐ Collaboration with district behavior specialist.	☐ Collaboration with curriculum specialist.
☐ Considerations for Placement Form	☐ Parent was provided with community resources.

The IEP Team would like to consider a change in placement from: ☐IPK ☐EPK ☐EPK A ☐EPK C To: ☐IPK ☐EPK ☐EPK A ☐EPK C
What are the potential advantages of this consideration?
What are the potential disadvantage of this consideration?

Signatures below indicate review of the documentation for accuracy and support the recommended change of placement.

X_____ X_____ ESE

Case Manager/Pre-K Teacher Principal

The ESE Specialist will review the documentation provided and email written notification to the school regarding next steps. The written notification must be received **prior to scheduling** the change of placement meeting.

To be completed by the ESE Specialist or Early Learning Specialist Only:

Date packet of information was received: _____

Date packet of information was reviewed: _____

Date emailed written input was given to school: _____

Reviewer's Notes

Appendix L, FBA/BIP Review Form

Review of Functional Behavior Assessment and Behavior Intervention Plan:

Student: _____ Grade: Choose an item. School:

Date of Most Recent FBA/BIP: Date of Review: _____

Reason for Review:

☐Annual IEP Meeting ☐Parent Request

☐Considering a Change in Placement ☐Behaviors are increasing in intensity/duration/frequency

☐Manifestation Determination Meeting ☐Possible Reassignment Meeting

☐Section 504 Plan Meeting ☐Considering eligibility for ESE services

☐Other: Click or tap here to enter text.

According to Florida Statute 6A-6.03016 Exceptional Student Education Eligibility for Students with Emotional/Behavioral Disabilities: (a) A functional behavioral assessment (FBA) must be conducted. The FBA must identify the specific behavior(s) of concern, conditions under which the behavior is most and least likely to occur, and function or purpose of the behavior. A review, and if necessary, a revision of an FBA completed as part of general education interventions may meet this requirement if it meets the conditions described in this section. If an FBA was not completed to assist in the development of general education interventions, one must be completed and a well-delivered scientific, research-based behavioral intervention plan of reasonable intensity and duration must be implemented with fidelity prior to determining eligibility.

Questions to consider during review:			
The target behaviors are defined accurately.	Yes☐ No☐	Functional strategies are appropriate and continue to be used as written.	Yes☐ No☐
The hypothesis statements continue to be accurate.	Yes☐ No☐	There is current data to support the continued need for the FBA/BIP.	Yes☐ No☐

Proactive strategies are appropriate and continue to be used as written.	Yes☐ No☐	The student has shown a positive response to interventions.	Yes☐ No☐
Educational strategies are appropriate and continue to be used as written.	Yes☐ No☐	If the student has an IEP or 504 Plan, there are social/emotional goals to support the need for the FBA/BIP. *	Yes☐ No☐
		**Per district policy, students identified as EBD must have social/emotional goals within the IEP.*	

Based on the review of data presented, teacher input, and the guiding questions above, it is recommended to:

☐Maintain intervention plan as written
☐Establish new goal/increase criterion of mastery
☐Modify reinforcement strategies
☐Fade interventions
☐Retrain staff on plan implementation
☐Retrain staff on data collection or modify data collection
☐Modify interventions so they are feasible for implementation
☐Modify interventions so they more closely align to function and hypothesis
☐Modify FBA (may include redefined target behaviors, modified hypothesis, analysis of current data/information)
☐Discontinue plan
☐Request assistance from IST
☐Other:

Review Completed By:

Appendix M, Sample Daily Point Sheet

Name: _____ Week : _____ Teacher:_____

Expectations/Rules: Demonstrating each expectation is worth 2pts during each scheduled activity.

1. Show Safety - Keep hands, feet, and eyes to yourself. Treat people and property gently and appropriately.
2. Exchange Mutual Respect – Communicate appropriately and treat others how you want to be treated.
3. Believe "I Can" – Give my best effort and maintain a positive outlook.
4. Accept Responsibility – Keep focused on my daily work, admit mistakes, and follow directions the first time.
5. Lead By Example – Encourage others and show confidence.

Subject/Area	Points Possible	Mon.	Tues.	Wed.	Thurs.	Fri.
Cafeteria/Breakfast	10					
Bell-work/Calendar	10					
Language Arts	10					
Social Skills	10					
Rainbow/Specials	10					
Lunch	10					
Recess	10					
Math	10					
Science/Social Studies	10					
Dismissal	10					
Total/Percentage	**100 Possible**					

AGENDA ITEM NO. 9.7

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the William Monroe Rowlett Academy of Arts and Communication (Rowlett Academy) Renewal Contract for the 2024-2039 School Years (No Net Financial Impact)

Executive Summary
Section 1002.33, Florida Statutes, provides that a charter may be renewed provided that a program review demonstrates that the required criteria have been successfully accomplished and that none of the grounds for nonrenewal has been expressly found. Rowlett Academy has been in operation in Manatee County since the 2014 school year, serving students in grades K-5 with approximately 918 students. The current contract for Rowlett Academy expires on June 30, 2024.

The mission of Rowlett Academy is to provide a high-quality educational experience for all students that will foster leadership and a love of learning for a diverse population by promoting creativity through arts and communication.

Rowlett Academy meets the criteria for high-performing charter school status pursuant to section 1002.331, Florida Statutes. Per 1002.331, William Monroe Academy of Arts and Communication is recommended for a 15-year renewal contract beginning July 1, 2024-June 30, 2039.

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

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

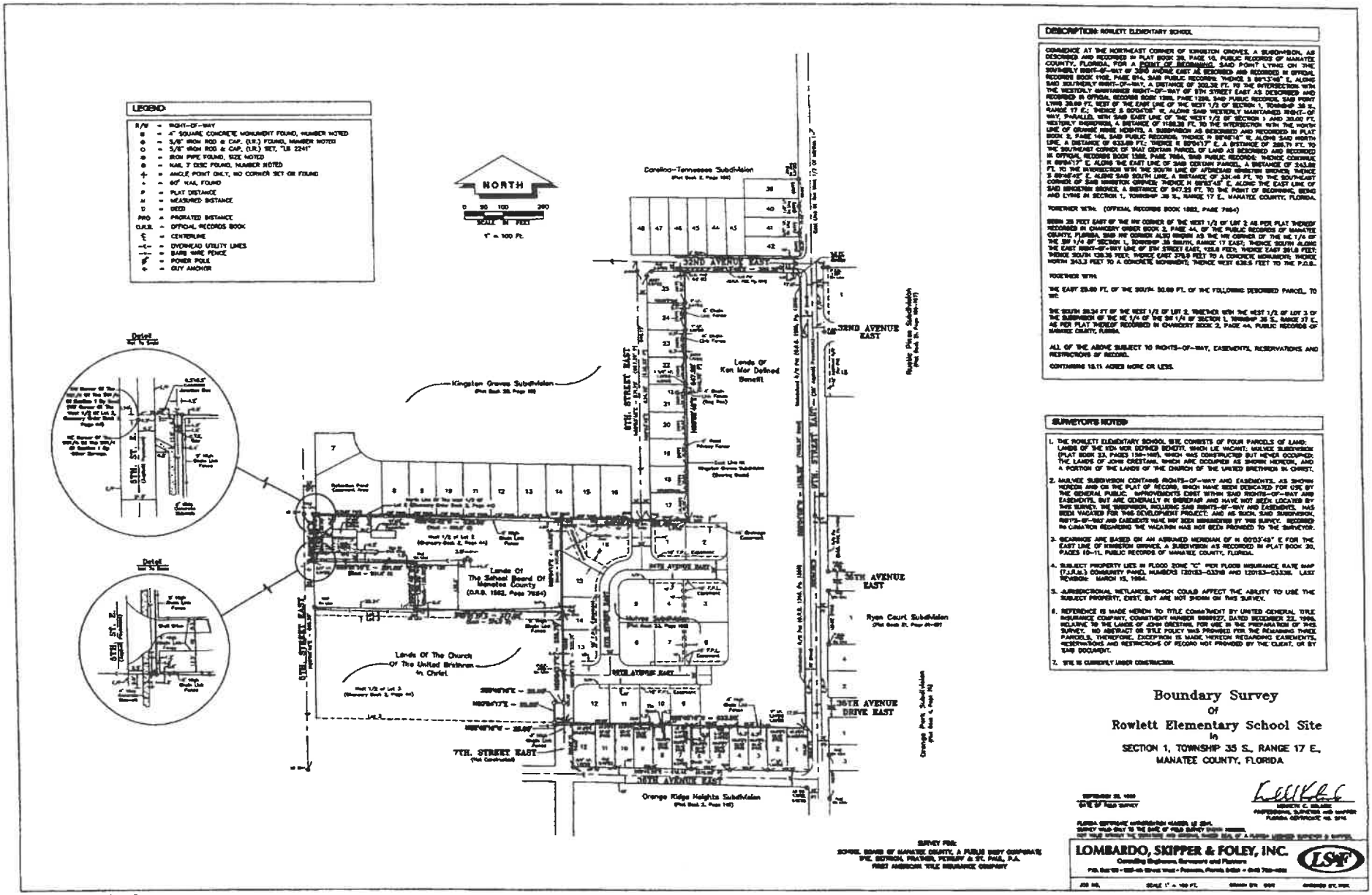
Recommendation
The Superintendent recommends approval of the charter contract for William Monroe Rowlett Academy of Arts and Communication Charter School (No Net Financial Impact).

Financial Impact

The District will receive an administrative fee of five percent (5%) of the FTE on the first two hundred-fifty (250) students attending the charter school. The administrative fee provides charter management services, procession of teacher certification data, and information services including access to student information systems. Rowlett Academy will receive any remaining FTE and other appropriate funds for the K-5 program.

Contact
Submitting Department: Charter School
Initiated by : Dr. Valerie M. Hyer, Coordinator, Charter Schools

Attachments:
EXHIBIT 5 Appendices B C D E F Original Contract
EXHIBIT 6 - FDOE High Performing Designation Letter
Exhibit 2 Rowlett Academy Governance Documents
Rowlett Elementary FINAL Contract 5.21.2024


LEGEND
R/W = RIGHT-OF-WAY
■ = 4" SQUARE CONCRETE MONUMENT FOUND, NUMBER NOTED
● = 5/8" IRON ROD & CAP, (L.B.) FOUND, NUMBER NOTED
○ = 5/8" IRON ROD & CAP, (L.B.) SET, "LB 2241"
⊕ = IRON PIPE FOUND, SIZE NOTED
⊗ = NAIL & DISC FOUND, NUMBER NOTED
+ = ANGLE POINT ONLY, NO CORNER SET OR FOUND
• = 60D NAIL FOUND
P = PLAT DISTANCE
M = MEASURED DISTANCE
D = DEED
PRO = PRORATED DISTANCE
O.R.B. = OFFICIAL RECORDS BOOK
℄ = CENTERLINE
-o-o- = OVERHEAD UTILITY LINES
-x-x- = BARB WIRE FENCE
= POWER POLE
= GUY ANCHOR
NORTH
SCALE IN FEET
1" = 100 Ft.
Detail
Not To Scale
Detail
Not To Scale
Carolina-Tennessee Subdivision
Kingston Groves Subdivision
Lands Of Ken Mar Defined Benefit
Lands Of The School Board Of Manatee County (O.R.B. 1582, Page 7684)
Lands Of The Church Of The United Brethren In Christ
Ryan Court Subdivision
Orange Park Subdivision
Orange Ridge Heights Subdivision
32ND AVENUE EAST
35TH AVENUE EAST
36TH AVENUE DRIVE EAST
36TH AVENUE EAST
5TH. STREET EAST
6TH. STREET EAST
7TH. STREET EAST
6TH ST. E.
7TH ST. E.
DESCRIPTION: ROWLETT ELEMENTARY SCHOOL
COMMENCE AT THE NORTHEAST CORNER OF KINGSTON GROVES, A SUBDIVISION, AS DESCRIBED AND RECORDED IN PLAT BOOK 28, PAGE 18, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF 36TH AVENUE EAST AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1105, PAGE 814, SAID PUBLIC RECORDS; THENCE S 89°51'45" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 302.36 FT. TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT-OF-WAY OF 6TH STREET EAST AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1359, PAGE 1258, SAID PUBLIC RECORDS, SAID POINT LYING 30.00 FT. WEST OF THE EAST LINE OF THE WEST 1/2 OF SECTION 1, TOWNSHIP 35 S., RANGE 17 E.; THENCE S 00°04'00" W, ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY, PARALLEL WITH SAID EAST LINE OF THE WEST 1/2 OF SECTION 1 AND 30.00 FT. WESTERLY THEREFROM, A DISTANCE OF 1168.38 FT. TO THE INTERSECTION WITH THE NORTH LINE OF GRANDE HOME ESTATES, A SUBDIVISION AS DESCRIBED AND RECORDED IN PLAT BOOK 2, PAGE 146, SAID PUBLIC RECORDS; THENCE N 89°48'14" W, ALONG SAID NORTH LINE, A DISTANCE OF 633.69 FT.; THENCE N 89°51'17" E, A DISTANCE OF 288.71 FT. TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1582, PAGE 7684, SAID PUBLIC RECORDS; THENCE CONTINUE N 89°51'17" E, ALONG THE EAST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 343.88 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF AFORESAID KINGSTON GROVES; THENCE S 89°48'45" E, ALONG SAID SOUTH LINE, A DISTANCE OF 331.46 FT. TO THE SOUTH-EAST CORNER OF SAID KINGSTON GROVES; THENCE N 89°51'45" E, ALONG THE EAST LINE OF SAID KINGSTON GROVES, A DISTANCE OF 947.33 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 1, TOWNSHIP 35 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.
TOGETHER WITH: (OFFICIAL RECORDS BOOK 1582, PAGE 7684)
BEGIN 33 FEET EAST OF THE NW CORNER OF THE WEST 1/2 OF LOT 2 AS PER PLAT THEREOF RECORDED IN CHANCERY ORDER BOOK 2, PAGE 44, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID NW CORNER ALSO KNOWN AS THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST RIGHT-OF-WAY LINE OF 6TH STREET EAST, 925.8 FEET; THENCE EAST 261.8 FEET; THENCE SOUTH 129.36 FEET; THENCE EAST 378.9 FEET TO A CONCRETE MONUMENT; THENCE NORTH 343.3 FEET TO A CONCRETE MONUMENT; THENCE WEST 638.5 FEET TO THE P.O.B.
TOGETHER WITH:
THE EAST 25.00 FT. OF THE SOUTH 30.00 FT. OF THE FOLLOWING DESCRIBED PARCEL, TO WIT:
THE SOUTH 330.24 FT OF THE WEST 1/2 OF LOT 2, TOGETHER WITH THE WEST 1/2 OF LOT 3 OF THE SUBDIVISION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 1, TOWNSHIP 35 S., RANGE 17 E. AS PER PLAT THEREOF RECORDED IN CHANCERY BOOK 2, PAGE 44, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
ALL OF THE ABOVE SUBJECT TO RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
CONTAINING 18.11 ACRES MORE OR LESS.
SURVEYOR'S NOTES:
1. THE ROWLETT ELEMENTARY SCHOOL SITE CONSISTS OF FOUR PARCELS OF LAND: LANDS OF THE 9TH WOR DEFINED BENEFIT, WHICH LIE VACANT; MILWEE SUBDIVISION (PLAT BOOK 33, PAGES 136-140), WHICH WAS CONSTRUCTED BUT NEVER OCCUPIED; THE LANDS OF JOHN CRISTIANI, WHICH ARE OCCUPIED AS SHOWN HEREON, AND A PORTION OF THE LANDS OF THE CHURCH OF THE UNITED BRETHREN IN CHRIST.
2. MILWEE SUBDIVISION CONTAINS RIGHTS-OF-WAY AND EASEMENTS, AS SHOWN HEREON AND ON THE PLAT OF RECORD, WHICH HAVE BEEN DEDICATED FOR USE BY THE GENERAL PUBLIC. IMPROVEMENTS EXIST WITHIN SAID RIGHTS-OF-WAY AND EASEMENTS, BUT ARE GENERALLY IN DISREPAIR AND HAVE NOT BEEN LOCATED BY THIS SURVEY. THE UNDERLYING SAID RIGHTS-OF-WAY AND EASEMENTS, HAS BEEN VACATED FOR THIS DEVELOPMENT PROJECT; AND AS SUCH, SAID SUBDIVISION, RIGHTS-OF-WAY AND EASEMENTS HAVE NOT BEEN MONUMENTED BY THIS SURVEY. RECORD RE-CONSTRUCTION REGARDING THE MAGNITUDE HAS NOT BEEN PROVIDED TO THE SURVEYOR.
3. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN OF N 89°51'45" E FOR THE EAST LINE OF KINGSTON GROVES, A SUBDIVISION AS RECORDED IN PLAT BOOK 28, PAGES 18-21, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
4. SUBJECT PROPERTY LIES IN FLOOD ZONE "C" PER FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY PANEL NUMBERS 120153-0339B AND 120153-0333B. (LAST REVISION: MARCH 15, 1984.
5. JURISDICTIONAL WETLANDS, WHICH COULD AFFECT THE ABILITY TO USE THE SUBJECT PROPERTY, EXIST, BUT ARE NOT SHOWN ON THIS SURVEY.
6. REFERENCE IS MADE HEREON TO TITLE COMMITMENT BY UNITED GENERAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 98899127, DATED DECEMBER 22, 1998, INCLUDING TO THE LANDS OF JOHN CRISTIANI, FOR USE IN THE PREPARATION OF THIS SURVEY. NO ABSTRACT OR TITLE POLICY WAS PROVIDED FOR THE REMAINING THREE PARCELS, THEREFORE, EXCEPTION IS MADE HEREON REGARDING EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD NOT PROVIDED BY THE CLIENT, OR BY SAID DOCUMENT.
7. SITE IS CURRENTLY UNDER CONSTRUCTION.
Boundary Survey
Of
Rowlett Elementary School Site
In
SECTION 1, TOWNSHIP 35 S., RANGE 17 E.,
MANATEE COUNTY, FLORIDA
SURVEY FOR:
SCHOOL BOARD OF MANATEE COUNTY, A PUBLIC BODY CORPORATE
PVC, BETHEL, FRAZIER, PERRUPP & ST. PAUL, P.A.
FIRST AMERICAN TITLE INSURANCE COMPANY
LOMBARDO, SKIPPER & FOLEY, INC.
LSF

Appendix B

Rowlett Conversion Charter School
Mutual Management Agreement Terms - Appendix C

			Provided By	
		DISTRICT	DISTRICT	ROWLETT
		NO COST	at COST*	
			*Rowlett has the right to contract with an outside vendor for these services	
	SERVICE			
1	**Utilities**			
	Deposits			x
	Utility service: power (FPL), water/sewer (Manatee county), gas (Teco)			x
	Roll-off for C&D (Waste Pro)			x
	Recycling (Waste Pro)			x
	Start in new school name July 1, 2014			x
	Data/Comm:phone, cable, internet and 2-way radios			x
2	**Portables**			
	Maintain and repair 4 portables onsite used for classroom instruction up to a maximum of $5,000 per year per portable.	x		
	Replacement of instructional portables onsite will require agreement of the district and the school. If both parties agree that a replacement is needed, the district will remove the existing portable at the district's expense. The district will replace the portable from its existing inventory and deliver it to the school. The school will pay for all expenses with the set up of the portable at the school.	Removal		Set up
	Minimal maintenance for the 2 storage portables will be maintained as long as maintenance/repair is not more than $5,000 for each portable annually	x		
	Add new portables at the request of the School			x
	Remove condemned portables	x		
3	**HVAC**			
	Maintain central plant & systems, including PM filter changes, water treatment, controls programming, boiler inspections & certifications, thermostats, etc.	x		
	Capital projects: replacing chiller equipment, etc.	x		
4	**Plumbing & Electrical**			
	Maintain plumbing systems, electrical systems and power systems	x		
	Maintain plumbing fixtures/finishes and electrical fixtures/finishes	x		
	Capital projects: replacing chiller equipment, etc.	x		
5	**Security**			
	Security officers			x
	Security systems monitoring			x
	Security system maintenance	x		
	CCTV systems maintenance	x		
	Internet access for CCTV system			x
	Fire alarm system monitoring			x
	Fire alarm system maintenance	x		
	Custodial			
6	Daily cleanup of interior / exterior			x

2/13/2014

	Change light bulbs			x
	Empty trash			x
	Deep clean floors (ie: carpet cleaning, stripping/waxing VCT, etc.)			x
	Sanitation requiremnets per SREF			x
7	**Inspections**			
	Fire & Safety Inspections (annually)		x	
	Portable inspections (annually)		x	
	Playground inspections (annually)		x	
	Fire extinguisher inspections (annually) $400		x	
	Fire hydrant inspections (annually) (4 @ $40 = $160)		x	
	Fire alarm system inspections (annually) $500		x	
	SWFWMD Retention pond inspections (every 2-4 years)	x		
	Elevator inspections (annual, recertification, monthly maintenance, call box monitoring)	x		
	Backflow inspections (annually) $35- $90	x		
	Irrigation (PM) inspections		x	
	Bleacher inspections (bi-annually)			x
8	**Grounds**			
	Mowing			x
	Parking lot maintenance	x		
	Fencing - maintaining existing	x		
	New Fencing			x
	Tree trimming			x
	Playground equipment-maintaining existing including fall protection			x
	Landscaping (mulch & plantings)			x
	Maintaining retention ponds (2)	x		
	Well, pump, irrigation & controlers -maintenance and repair- In the unlikely event, the system becomes beyond repair and a total replacement is needed, Rowlett would responsible for the replacement at cost.	x		
	Irrigation replacement of sprinkler heads			x
	Outside pest management (chemicals, barriers, traps)			x
9	**FISH inventory**			
	District maintains FISH, completes spot surveys required, updates data, reports to DOE, and provides FISH documents to fire & law enforcement annually	x		
10	**Traffic**			
	Driveways, gates, and parking- maintain existing or modification by law	x		
	Driveways, gates, and parking - new or modificaton for the school convenience			x
11	**FFE**			
	Inventory annually			x
	School inventory from Asset Managemnet at startup	x		
	School inventory from Operations at startup (ie golf cart, Gator,	x		
	mowers, trimmers, compactor)	x		
	Existing conditions report (ie Multivista)	x		

Rowlett Conversion Charter School
Mutual Management Agreement Terms - Appendix C

12	**Facility leasing**			
	Leasing to outside agencies-management of these leases, revenues (cannot lease kitchen)			x
13	**Miscellaneous**			
	Water use permits	x		
	FCC license for two-way radios		x	
	Warehouse delivery service		x	
	Courier service		x	
	Armored car service		x	

School District of Manatee County

Instructions for Certificate of Insurance

Appendix D

1. The Producer should be a Licensed Direct Agent or Broker.

2. The Insured must be shown as listed on their Insurance policy or the certificate of Insurance is not valid. The name of the insured must be listed as the lessee on the District Facility Lease Agreement.

3. Insurers Affording Coverage must be an insurance company or companies. An agent or broker cannot be listed in that section.

4. General Liability section must be completed to indicate Type of Insurance, Policy Number, Policy Effective Date, Expiration Date, and Coverage Limits. Note that Coverage Limits must be at least $1,000,000. Each Occurrence and the policy must be effective during the proposed event.

5. Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions must have a statement indicating "Certificate Holder is Included as an Additional Insured on the General Liability policy". A specific description of the event, date of event, and other descriptions of the event may be included.

6. Certificate Holder must be completed to show "School District of Manatee County, 215 Manatee Avenue West, Bradenton, Fl 34205."

7. Authorized Representative must have a signature.

8. Approved Certificates of Insurance must have Risk Management's initialed approval.

9. A certificate of Insurance must accompany the completed District Facility Lease Agreement form.

ROWLETT ELEMENTARY SCHOOL 0751
FIXED ASSET INVENTORY
11/21/2013
Appendix E

BLD	ROOM	ASSET #	DESCRIPTION	SERIAL #	DATE ACQ	LAST SEEN	COST
		238086	COMPUTER APPLE MACBOOK A1278	C1MHX9BEDTY3	07/01/2012	05/15/2013	$ 1,057.46
		239800	IPAD 3 APPLE A1416	DYTJ3PQWDVD2	09/21/2012	09/21/2012	$ -
		243303	EXTRACTOR CARPET NINJA 41122	10070290000720	10/11/2013	10/11/2013	$ 1,697.29
0	PL	208095	COMPACTOR MARATHON 6 YARD	2205576	03/19/2009	05/30/2013	$ 10,729.00
1	100	206695	COMPUTER APPLE MACBOOK A1278	W8850G1P1AQ	01/14/2009	05/29/2013	$ 1,196.61
1	100	215458	COMPUTER APPLE IMAC A1224	YM0150JMDMV	05/11/2010	05/29/2013	$ -
1	100	230202	COMPUTER HP COMPAQ 6005 DT	MXL1380777	09/27/2011	05/29/2013	$ -
1	102	102766	VISION TESTER TITMUS 43715	50470	12/19/2000	05/29/2013	$ 1,374.00
1	102	206994	COMPUTER APPLE IMAC A1195	W88450GP289	01/07/2009	05/29/2013	$ -
1	105	185086	COMPUTER COMPAQ DC5100	2UA60908NC	03/10/2006	05/30/2013	$ -
1	107	181994	REPEATER MOTOROLA H5157B	780TFN0714	08/25/2005	05/30/2013	$ 3,240.00
1	111	242182	IPAD MINI APPLE A1432	F4NK5HQ8F196	03/19/2013	05/30/2013	$ -
1	112	217106	COMPUTER APPLE MACBOOK A1342	450250D1FYN	06/22/2010	05/30/2013	$ -
1	112	217120	COMPUTER APPLE MACBOOK A1342	450250BKFYN	06/22/2010	05/30/2013	$ -
1	112	219833	IPAD APPLE A1219	V5038DLNZ38	10/06/2010	05/30/2013	$ -
1	112	224748	COMPUTER APPLE MACBOOK A1342	451265Y0F5X	06/16/2011	05/30/2013	$ -
1	114	208890	COMPUTER HP COMPAQ DC5800 DT	MXL918031S	04/17/2009	05/29/2013	$ -
1	115	212175	COMPUTER APPLE MACBOOK A1181	W89233FT9GU	06/08/2009	05/29/2013	$ -
1	115	214110	COMPUTER HP COMPAQ 6000 DT	2UA00211CX	01/25/2010	05/29/2013	$ -
1	117	216292	COMPUTER APPLE MACBOOK A1342	450235HPFYN	06/08/2010	05/29/2013	$ -
1	118	102287	PIANO YAMAHA CLAVINOVA CVP103	605828	07/21/2000	05/30/2013	$ 2,888.00
1	118	102288	PIANO YAMAHA STUDIO P22L03	T212656	07/21/2000	05/30/2013	$ 3,090.00
1	118	102981	SAXOPHONE VITO B FLAT TENOR	960289	01/05/2001	05/30/2013	$ 1,479.80
1	118	102982	SAXOPHONE VITO B FLAT TENOR	960212	01/05/2001	05/30/2013	$ 1,349.80
1	118	156338	AUTOHARP 15 CHORD SET OF 6		08/15/2000	05/30/2013	$ 1,110.00
1	118	156348	CABINET VIRCO MOBILE 2325		09/11/2000	05/30/2013	$ 1,192.80
1	118	216299	COMPUTER APPLE MACBOOK A1342	450234Y2FYN	06/08/2010	05/30/2013	$ -
1	119	102638	SLAB ROLLER SAX 6320063/22620A	8400	12/13/2000	05/30/2013	$ 1,010.00

1	119	103428	CABINET SAX DAMP ART CLASSES		01/29/2001	05/30/2013	$ 1,439.95
1	119	217102	COMPUTER APPLE MACBOOK A1342	450250CGFYN	06/22/2010	05/30/2013	$ -
1	119C	233065	KILN PARAGON CLAY S99	421763	03/02/2012	05/30/2013	$ 1,900.00
1	121	101869	VCR SONY GVD300 DIGITAL	S0100193728	08/11/2000	05/30/2013	$ 1,035.00
1	121	102348	CHIP CANNON DV 3 CHIP	2080202592	09/18/2000	05/30/2013	$ 2,099.00
1	121	105686	DESK EXECUTIVE SPECIAL NATURAL		08/09/2000	05/30/2013	$ 1,128.00
1	121	169217	RECORDER DV ADVANCED PRO	1483O28O	02/17/2004	05/30/2013	$ 3,734.34
1	121	169218	RECORDER DV ADVANCED PRO	1483O29O	02/17/2004	05/30/2013	$ 3,734.34
1	121	170197	COMPUTER APPLE POWERMAC G5	G841045KQES	04/14/2004	05/30/2013	$ 3,097.00
1	121	206437	CAMCORDER CANON GL2	132810900060	12/15/2008	05/30/2013	$ 1,989.00
1	121	209496	COMPUTER APPLE POWER MAC A1289	H092313J20H	06/10/2009	05/30/2013	$ 3,266.00
1	121	209498	RECORDER SUPERIOR W520	C7430082SJ00035	08/25/2009	05/30/2013	$ 1,089.00
1	121	209499	SWITCHER NEWTEK VT5	H1CF16561615450	08/25/2009	05/30/2013	$ 11,995.00
1	121	67763	WORKSTATION-WINSTEAD/MULTIMEDI	NONE 01067	12/21/1993	05/30/2013	$ 2,039.00
1	121	78424	VCR JVC VARIABLE TRACKING	07011105	06/14/1995	05/30/2013	$ 5,990.00
1	121B	161721	COMPUTER APPLE POWERBOOK	QT2490KSN4L	03/10/2003	05/30/2013	$ 2,238.00
1	121B	214971	COMPUTER APPLE IMAC A1312	QP0110YK5PM	03/18/2010	05/30/2013	$ 2,297.00
1	121B	217146	COMPUTER APPLE MACBOOK A1342	450250K6FYN	06/22/2010	05/30/2013	$ -
1	124	187617	COMPUTER APPLE IBOOK	4H6260JUSE7	07/17/2006	05/30/2013	$ -
1	124	187897	COMPUTER APPLE IBOOK Z0C1	4H634045SE4	08/25/2006	05/30/2013	$ 1,072.00
1	124K	101013	CELLO KNILLING BUCHAREST BOW	22331	06/24/2000	05/30/2013	$ 1,353.00
1	124K	152270	CAMCORDER JVC MINI DV GYDV500	06632466	09/19/2001	05/30/2013	$ 4,850.00
1	124K	152271	CAMCORDER JVC MINI DV GYDV500	06632235	09/19/2001	05/30/2013	$ 4,850.00
1	124K	152272	CAMCORDER JVC MINI DV GYDV500	06632473	09/19/2001	05/30/2013	$ 4,850.00
1	124K	202944	COMPUTER APPLE MACBOOK A1181	W8824Y5G0P1	06/26/2008	05/30/2013	$ 1,133.24
1	124K	208058	RISER WENGER TOURMASTER 3 STEP		02/20/2009	05/30/2013	$ 1,181.00
1	124K	208059	RISER WENGER TOURMASTER 3 STEP		02/20/2009	05/30/2013	$ 1,181.00
1	124K	208060	RISER WENGER TOURMASTER 3 STEP		02/20/2009	05/30/2013	$ 1,181.00
1	124K	68102	CAMCORDER JVC 3 CCD GYX2UL13	16850995	01/11/1994	05/30/2013	$ 8,776.00
1	124K	68103	CAMCORDER JVC 3 CCD GYX2UL13	16850993	01/11/1994	05/30/2013	$ 8,776.00
1	124K	69602	CAMCORDER JVC 3 CCD GYX2UL13	17851194	08/30/1994	05/30/2013	$ 8,252.00
1	124K	70272	CAMCORDER PANASONIC AG 455U CH	A4HB01708	06/02/1994	05/30/2013	$ 1,522.00
1	124K	78421	CAMERA CONTROL PELCO PAN TILT	03834H	06/14/1995	05/30/2013	$ 1,205.00
1	124K	78422	CAMERA CONTROL PELCO PAN TILT	12785A	06/14/1995	05/30/2013	$ 1,205.00

1	124K	78423	CAMERA CONTROL PELCO PAN TILT	04544J	06/14/1995	05/30/2013	$ 1,205.00
1	124K	82568	CAMCORDER JVC GYX COLOR CH I	06151819	05/17/1996	05/30/2013	$ 7,590.00
1	124K	82756	STEADY CAM - FOR 8-19 LBS (FOR	00542M	05/21/1996	05/30/2013	$ 12,500.00
1	124K	83735	FOG/SMOKE MACHINE-ROS 1500	1096A018B	11/06/1996	05/30/2013	$ 1,031.99
1	124K	86132	SOUND SYSTEM-JBL EON POWER SYS	J182N-021443C	03/03/1997	05/30/2013	$ 1,495.00
1	125	221500	COMPUTER HP COMPAQ 6555B LT	CNU11401XN	04/11/2011	05/30/2013	$ -
1	125	96417	CABINET FLEETWOOD TOTE TRAY 15	NONE 00041	06/14/1999	05/30/2013	$ 1,000.00
1	125A	189586	SCRUBBER CLARKE ENCORE L20	EJ1106	11/07/2006	05/30/2013	$ 5,357.21
1	125C	101001	REFRIGERATOR HOSHIZAKI REACHIN	K00251E	06/24/2000	05/29/2013	$ 3,515.00
1	125C	101002	REFRIGERATOR HOSHIZAKI REACHIN	K00253E	06/24/2000	05/29/2013	$ 3,135.00
1	125C	101003	FREEZER HOSHIZAKI TWO COMPARTM	K00249E	06/24/2000	05/29/2013	$ 3,135.00
1	125C	101004	ICE MACHINE HOSHIZAKI 208/230V	K02096A	06/24/2000	05/29/2013	$ 2,716.25
1	125C	101015	MIXERCUTTER HOBART 200 VOLT	311213237	06/21/2000	05/29/2013	$ 8,355.00
1	125C	101397	SLICER BERKEL 9191	93650111111010	06/27/2000	05/29/2013	$ 3,315.00
1	125C	102264	SHELVING ALEXANDER FOR WALK IN		07/20/2000	05/29/2013	$ 3,411.12
1	125C	102265	OVEN BLODGETT CONVECTION GAS	051100RA014T	04/27/2000	05/29/2013	$ 3,399.00
1	125C	102266	OVEN BLODGETT CONVECTION GAS	051100RA016B	04/27/2000	05/29/2013	$ 3,399.00
1	125C	102267	OVEN BLODGETT CONVECTION GAS	051100RA010T	04/27/2000	05/29/2013	$ 3,399.00
1	125C	102268	OVEN BLODGETT CONVECTION GAS	051100RA017B	04/27/2000	05/29/2013	$ 3,399.00
1	125C	102281	SKILLET-TILT-LEGION-GAS	000311	04/27/2000	05/29/2013	$ 6,007.00
1	125C	102282	RANGE GARLAND TWO BURNER NATUR	0005HG202R	05/03/2000	05/29/2013	$ 1,730.00
1	125C	102358	WARMING CABINET ALTO SHAAM	1227080600	07/20/2000	05/29/2013	$ 2,149.00
1	125C	102359	WARMING CABINET ALTO SHAAM	1227100600	07/20/2000	05/29/2013	$ 2,149.00
1	125C	102360	STEAMER CLEVELAND CONVECTION	WC6945700G01	07/20/2000	05/29/2013	$ 10,800.00
1	125C	206196	COMPUTER HP COMPAQ DC7800 DT	MXL8451465	11/19/2008	05/30/2013	$ -
1	125C	206238	COMPUTER HP COMPAQ DC7800 DT	MXL845145P	11/19/2008	05/30/2013	$ -
1	125C	229697	DISPOSER INSINKERATOR SS12525	11039088358	08/29/2011	05/29/2013	$ 1,609.31
1	125C	230004	MILK COOLER BEVERAGEAIRE	9903053	08/12/2011	05/29/2013	$ 2,069.10
1	125C	230005	MILK COOLER BEVERAGEAIRE	9903057	08/12/2011	05/29/2013	$ 2,069.10
1	125C	231215	TABLE LOW TEMP HOT FOOD	I11B36168L	10/07/2011	05/29/2013	$ 5,388.49
1	125C	231216	TABLE LOW TEMP HOT FOOD	I11B36167L	10/07/2011	05/29/2013	$ 5,388.49
1	125C	231217	COUNTER LOW TEMP MOBILE LOWT28	I11D36169L	10/07/2011	05/29/2013	$ 1,860.25
1	125C	231218	COUNTER LOW TEMP MOBILE LOWT28	I11D36170L	10/07/2011	05/29/2013	$ 1,860.25
1	125C	231219	COUNTER LOW TEMP COLD FOOD	I11C36172L	10/07/2011	05/29/2013	$ 5,460.75

1	125C	231220	COUNTER LOW TEMP COLD FOOD	I11C36171L	10/07/2011	05/29/2013	$ 5,460.75
1	125C	231221	CASHIER STAND LOW TEMP LOWT36	I11D36173L	10/07/2011	05/29/2013	$ 2,646.25
1	125C	231222	CASHIER STAND LOW TEMP LOWT36	I11D36174L	10/07/2011	05/29/2013	$ 2,646.25
1	125C	83611	CABINET-PROOFING/WARMING WILDE	20895-00005-00004	09/30/1996	05/30/2013	$ 2,044.00
1	125J	206130	COMPUTER HP COMPAQ DC7800 DT	MXL8451480	11/19/2008	05/30/2013	$ -
1	126	101712	EXTRACTOR WINDSOR CARPET CLIP	1000048300	08/01/2000	05/29/2013	$ 2,900.00
1	126	101716	PRESSURE WASHER EXCEL 3000 PSI	PEGC053196563	08/02/2000	05/29/2013	$ 1,399.00
1	126	103013	CABINET GRAINGER CABINET FLAMM		01/08/2001	05/29/2013	$ 1,883.25
1	126	206402	WASHER PRESSURE 3000 PSI	0807227	12/03/2008	05/29/2013	$ 1,399.00
1	126	219872	MOWER SCAG TIGER CAT 52" RIDER	E6200085	10/13/2010	05/29/2013	$ 7,059.78
1	126	236680	COMPUTER HP COMPAQ 6005 DT	2UA2210SGB	05/30/2012	05/30/2013	$ -
2	101	156374	SCANNER FOLLETT PHD DOLPHIN	P1R02311	10/12/2000	05/30/2013	$ 1,595.00
2	101	192134	COMPUTER HP COMPAQ DC5700 DT	MXM72400KY	07/11/2007	05/29/2013	$ -
2	101	206986	COMPUTER APPLE IMAC A1195	W88450GN289	01/07/2009	05/29/2013	$ -
2	101	206988	COMPUTER APPLE IMAC A1195	W88450GM289	01/07/2009	05/29/2013	$ -
2	101	206993	COMPUTER APPLE IMAC A1195	W88450GY289	01/07/2009	05/29/2013	$ -
2	101	207000	COMPUTER APPLE IMAC A1195	W884011B289	01/07/2009	05/29/2013	$ -
2	101	207002	COMPUTER APPLE IMAC A1195	W88450AS289	01/07/2009	05/29/2013	$ -
2	101	207006	COMPUTER APPLE IMAC A1195	W88450GS289	01/07/2009	05/29/2013	$ -
2	101	207010	COMPUTER APPLE IMAC A1195	W884011V289	01/07/2009	05/29/2013	$ -
2	101	207011	COMPUTER APPLE IMAC A1195	W884010T289	01/07/2009	05/29/2013	$ -
2	101	213514	CASE FLOOR DISPLAY MED MAPLE		09/04/2009	05/30/2013	$ 1,449.00
2	101	214109	COMPUTER HP COMPAQ 6000 DT	2UA00211CW	01/25/2010	05/29/2013	$ -
2	102	183283	COMPUTER HP COMPAQ DC7600	2UB540029Y	10/12/2005	05/29/2013	$ -
2	102	198493	COMPUTER APPLE IMAC ZODV	W87381M7WRQ	10/15/2007	05/29/2013	$ -
2	102	198494	COMPUTER APPLE IMAC ZODV	W87381M4WRQ	10/15/2007	05/29/2013	$ -
2	102	198495	COMPUTER APPLE IMAC ZODV	W87381E2WRQ	10/15/2007	05/29/2013	$ -
2	102	198496	COMPUTER APPLE IMAC ZODV	W87381M9WRQ	10/15/2007	05/29/2013	$ -
2	102	198497	COMPUTER APPLE IMAC ZODV	W87381JCWRQ	10/15/2007	05/29/2013	$ -
2	102	198498	COMPUTER APPLE IMAC ZODV	W87381LZWRQ	10/15/2007	05/30/2013	$ -
2	102	198499	COMPUTER APPLE IMAC ZODV	W87381M0WRQ	10/15/2007	05/29/2013	$ -
2	102	198500	COMPUTER APPLE IMAC ZODV	W87381M3WRQ	10/15/2007	05/29/2013	$ -
2	102	198501	COMPUTER APPLE IMAC ZODV	W87381LUWRQ	10/15/2007	05/29/2013	$ -
2	102	198502	COMPUTER APPLE IMAC ZODV	W87381LRWRQ	10/15/2007	05/29/2013	$ -

2	102	198503	COMPUTER APPLE IMAC ZODV	W87381LVWRQ	10/15/2007	05/29/2013	$ -
2	102	198504	COMPUTER APPLE IMAC ZODV	W87381LTWRQ	10/15/2007	05/29/2013	$ -
2	102	198505	COMPUTER APPLE IMAC ZODV	W87381LSWRQ	10/15/2007	05/29/2013	$ -
2	102	198506	COMPUTER APPLE IMAC ZODV	W87381LKWRQ	10/15/2007	05/29/2013	$ -
2	102	198507	COMPUTER APPLE IMAC ZODV	W87381LPWRQ	10/15/2007	05/29/2013	$ -
2	102	198508	COMPUTER APPLE IMAC ZODV	W87381C0WRQ	10/15/2007	05/29/2013	$ -
2	102	198509	COMPUTER APPLE IMAC ZODV	W8738185WRQ	10/15/2007	05/29/2013	$ -
2	102	198510	COMPUTER APPLE IMAC ZODV	W873812MWRQ	10/15/2007	05/29/2013	$ -
2	102	198511	COMPUTER APPLE IMAC ZODV	W8738184WRQ	10/15/2007	05/29/2013	$ -
2	102	198512	COMPUTER APPLE IMAC ZODV	W8738181WRQ	10/15/2007	05/29/2013	$ -
2	102	198513	COMPUTER APPLE IMAC ZODV	W8738163WRQ	10/15/2007	05/29/2013	$ -
2	102	198514	COMPUTER APPLE IMAC ZODV	W8738182WRQ	10/15/2007	05/29/2013	$ -
2	102	198515	COMPUTER APPLE IMAC ZODV	W873817ZWRQ	10/15/2007	05/29/2013	$ -
2	102	198516	COMPUTER APPLE IMAC ZODV	W87380W6WRQ	10/15/2007	05/29/2013	$ -
2	102	198517	COMPUTER APPLE IMAC ZODV	W873818CWRQ	10/15/2007	05/29/2013	$ -
2	102	198518	COMPUTER APPLE IMAC ZODV	W87380ZEWRQ	10/15/2007	05/29/2013	$ -
2	102	198519	COMPUTER APPLE IMAC ZODV	W873818AWRQ	10/15/2007	05/29/2013	$ -
2	102	198520	COMPUTER APPLE IMAC ZODV	W873818BWRQ	10/15/2007	05/29/2013	$ -
2	102	198521	COMPUTER APPLE IMAC ZODV	W873818JWRQ	10/15/2007	05/29/2013	$ -
2	102	198522	COMPUTER APPLE IMAC ZODV	W873817DWRQ	10/15/2007	05/29/2013	$ -
2	102	207008	COMPUTER APPLE IMAC A1195	W884011T289	01/07/2009	05/29/2013	$ -
2	102	217117	COMPUTER APPLE MACBOOK A1342	450250JGFYN	06/22/2010	05/29/2013	$ -
2	102	220314	COMPUTER APPLE MACBOOK A1342	450364X3FYN	01/10/2011	05/29/2013	$ -
2	102	232020	COMPUTER APPLE IMAC USED 2006	W87201CTVUX	12/01/2011	05/29/2013	$ -
2	103	206379	COMPUTER APPLE MACBOOK A1181	W884406N0P1	11/17/2008	05/30/2013	$ 1,082.00
2	103	217137	COMPUTER APPLE MACBOOK A1342	450250EAFYN	06/22/2010	05/29/2013	$ -
2	104	101346	COMPUTER COMPAQ SNAP SERVER	45555	06/26/2000	05/30/2013	$ 1,875.00
2	104	163263	PROJECTOR EPSON POWERLITE 52C	EXN0330069K	06/03/2003	05/30/2013	$ 1,014.00
2	104	187642	COMPUTER APPLE IBOOK	4H6260JMSE7	07/17/2006	05/30/2013	$ -
2	104	187884	COMPUTER APPLE IBOOK Z0C1	4H634020SE4	08/25/2006	05/30/2013	$ 1,072.00
2	104	189423	SOFTWARE ACCELERATED MATH ALG		11/09/2006	05/30/2013	$ 1,321 95
2	104	189625	SWITCH HP PROCURVE 2824	SG646SJ02B	11/21/2006	05/30/2013	$ 1,499.40
2	104	198158	CART BRETFORD LAPTOP MOBILE 30		09/25/2007	05/30/2013	$ 1,136.89
2	104	198919	SERVER APPLE XSERVE Z0DB	G874526Z0GP	11/19/2007	05/30/2013	$ 4,161.09

2	104	199966	SERVER APPLE XSERVE G5 ZOD8	G87511WL0GPV	01/08/2008	05/30/2013	$ 4,393.80
2	104	204367	COMPUTER APPLE MACBOOK A1181	W8824MDQ0P0	06/26/2008	05/30/2013	$ -
2	104	204374	COMPUTER APPLE MACBOOK A1181	W8824KVS0P0	06/26/2008	05/30/2013	$ -
2	104	209005	SERVER APPLE XSERVE A1279	G8919LB10S	05/21/2009	05/30/2013	$ 5,266.82
2	104	211735	COMPUTER APPLE IMAC A1224	H09236JP6MJ	06/08/2009	05/30/2013	$ -
2	104	212183	COMPUTER APPLE MACBOOK A1181	W89233FN9GU	06/08/2009	05/30/2013	$ -
2	104	213759	COMPUTER APPLE MAC MINI A1283	YM9430N09G8	10/29/2009	05/30/2013	$ -
2	104	214092	RACK HP SERVER 10622 G2 PALLET	2UJ9360009	11/04/2009	05/30/2013	$ 1,087.00
2	104	220316	COMPUTER APPLE MACBOOK A1342	450364UBFYN	01/10/2011	05/30/2013	$ -
2	104	224749	COMPUTER APPLE MACBOOK A1342	451265Z0F5X	06/16/2011	05/30/2013	$ -
2	104	224772	COMPUTER APPLE MACBOOK A1342	451265QKF5X	06/16/2011	05/30/2013	$ -
2	104	237074	IMAC APPLE USED	QP83105R0KM	06/04/2012	05/30/2013	$ -
2	104	239799	IPAD 3 APPLE A1416	DMPJ3J2JDJ8V	09/20/2012	05/30/2013	$ -
2	104	240225	COMPUTER HP COMPAQ 6005 DT	2UA2410704	10/05/2012	05/30/2013	$ -
2	105	217116	COMPUTER APPLE MACBOOK A1342	450250H0FYN	06/22/2010	05/30/2013	$ -
2	105	217125	COMPUTER APPLE MACBOOK A1342	450250JQFYN	06/22/2010	05/30/2013	$ -
2	105	217143	COMPUTER APPLE MACBOOK A1342	4502506NFYN	06/22/2010	05/30/2013	$ -
2	105	217149	COMPUTER APPLE MACBOOK A1342	450250FRFYN	06/22/2010	05/30/2013	$ -
2	106	187890	COMPUTER APPLE IBOOK Z0C1	4H63404WSE4	08/25/2006	05/29/2013	$ 1,072.00
2	106	217123	COMPUTER APPLE MACBOOK A1342	450250K9FYN	06/22/2010	05/29/2013	$ -
2	107	171812	COMPUTER HP COMPAQ DC5000 DT	MXL42408W0	08/24/2004	05/30/2013	$ -
2	107	187938	SWITCH HP PROCURVE 5406ZL	SG633SU0KI	08/31/2006	05/30/2013	$ 11,481.99
2	107	213328	SWITCH HP PROCURVE 2824	SG837SJ2XS	08/10/2009	05/30/2013	$ 1,399.40
2	107	223580	TELEPHONE SYSTEM ESI		10/01/2009	05/30/2013	$ 33,583.00
2	108A	169219	RECORDER DV ADVANCED PRO	1483O273	02/17/2004	05/29/2013	$ 3,734.32
2	108A	183121	COMPUTER APPLE IBOOK M9846LLA	4H53973MSE7	10/21/2005	05/29/2013	$ 1,127.26
2	108A	183127	COMPUTER APPLE IBOOK M9846LLA	4H539742SE7	10/21/2005	05/29/2013	$ 1,127.26
2	108A	204401	COMPUTER APPLE MACBOOK A1181	W8824L0U0P0	06/26/2008	05/29/2013	$ -
2	108A	220313	COMPUTER APPLE MACBOOK A1342	450364LHFYN	01/10/2011	05/29/2013	$ -
2	109	100826	LAMINATOR GENERAL ULTIMA 65	MBG0065	06/08/2000	05/29/2013	$ 1,327.00
2	109	217127	COMPUTER APPLE MACBOOK A1342	450250EBFYN	06/22/2010	05/29/2013	$ -
3	101	156349	CABINET VIRCO MOBILE 2325		09/11/2000	05/30/2013	$ -
3	101	183154	COMPUTER APPLE IBOOK M9846LLA	4H5396PJSE7	10/21/2005	05/29/2013	$ 1,127.26
3	101	183156	COMPUTER APPLE IBOOK M9846LLA	4H5392RNSE7	10/21/2005	05/29/2013	$ 1,127 26

3	101	183157	COMPUTER APPLE IBOOK M9846LLA	4H5396FHSE7	10/21/2005	05/29/2013	$ 1,127.26
3	101	187621	COMPUTER APPLE IBOOK	4H6260J8SE7	07/17/2006	05/29/2013	$ -
3	101	196193	COMPUTER APPLE MACBOOK A1181	W8734FDPZ5V	08/29/2007	06/17/2013	$ -
3	101	196194	COMPUTER APPLE MACBOOK A1181	W8734FA4Z5V	08/29/2007	06/17/2013	$ -
3	101	196195	COMPUTER APPLE MACBOOK A1181	W8734FA7Z5V	08/29/2007	06/17/2013	$ -
3	101	196201	COMPUTER APPLE MACBOOK A1181	W8734FHCZ5V	08/29/2007	06/17/2013	$ -
3	101	215465	COMPUTER APPLE IMAC A1224	YM0150K7DMV	05/11/2010	05/29/2013	$ -
3	101	217113	COMPUTER APPLE MACBOOK A1342	450250KSFYN	06/22/2010	05/29/2013	$ -
3	104	183149	COMPUTER APPLE IBOOK M9846LLA	4H5396NVSE7	10/21/2005	05/29/2013	$ 1,127.26
3	104	183150	COMPUTER APPLE IBOOK M9846LLA	4H5396QFSE7	10/21/2005	05/29/2013	$ 1,127.26
3	104	183153	COMPUTER APPLE IBOOK M9846LLA	4H5396R0SE7	10/21/2005	05/29/2013	$ 1,127.26
3	104	187900	COMPUTER APPLE IBOOK Z0C1	4H634035SE4	08/25/2006	05/29/2013	$ 1,072.00
3	104	215462	COMPUTER APPLE IMAC A1224	YM0150QBDMV	05/11/2010	05/29/2013	$ -
3	104	217118	COMPUTER APPLE MACBOOK A1342	450250K0FYN	06/22/2010	05/29/2013	$ -
3	104	217126	COMPUTER APPLE MACBOOK A1342	450250E5FYN	06/22/2010	05/30/2013	$ -
3	105	183145	COMPUTER APPLE IBOOK M9846LLA	4H5396KPSE7	10/21/2005	06/17/2013	$ 1,127.26
3	105	183146	COMPUTER APPLE IBOOK M9846LLA	4H53932WSE7	10/21/2005	06/17/2013	$ 1,127.26
3	105	183147	COMPUTER APPLE IBOOK M9846LLA	4H5396RNSE7	10/21/2005	06/17/2013	$ 1,127.26
3	105	183155	COMPUTER APPLE IBOOK M9846LLA	4H5396K8SE7	10/21/2005	06/17/2013	$ 1,127.26
3	105	203682	COMPUTER APPLE MACBOOK A1181	W8824KGN0P0	06/26/2008	05/30/2013	$ -
3	105	206383	COMPUTER APPLE MACBOOK A1181	W84405D0P1	11/17/2008	05/30/2013	$ 1,082.00
3	105	206384	COMPUTER APPLE MACBOOK A1181	W88440A10P1	11/17/2008	05/30/2013	$ 1,082.00
3	105	210212	COMPUTER APPLE MACBOOK A1181	W89225F19GU	06/01/2009	05/30/2013	$ -
3	105	210213	COMPUTER APPLE MACBOOK A1181	W89225EQ9GU	06/01/2009	05/30/2013	$ -
3	105	210214	COMPUTER APPLE MACBOOK A1181	W89225BV9GU	06/01/2009	05/30/2013	$ -
3	105	210215	COMPUTER APPLE MACBOOK A1181	W89225DN9GU	06/01/2009	05/30/2013	$ -
3	105	215460	COMPUTER APPLE IMAC A1224	YM0150PCDMV	05/11/2010	05/30/2013	$ -
3	106	215457	COMPUTER APPLE IMAC A1224	YM0150P8DMV	05/11/2010	05/29/2013	$ -
3	106	216260	COMPUTER APPLE MACBOOK A1342	450234ZZFYN	06/08/2010	05/29/2013	$ -
3	106	216261	COMPUTER APPLE MACBOOK A1342	45023500FYN	06/08/2010	05/29/2013	$ -
3	106	216262	COMPUTER APPLE MACBOOK A1342	450234ZRFYN	06/08/2010	05/29/2013	$ -
3	106	216264	COMPUTER APPLE MACBOOK A1342	450234YVFYN	06/08/2010	05/29/2013	$ -
3	106	216265	COMPUTER APPLE MACBOOK A1342	450234YWFYN	06/08/2010	05/29/2013	$ -
3	106	216266	COMPUTER APPLE MACBOOK A1342	450234Y9FYN	06/08/2010	05/29/2013	$ -

3	106	216267	COMPUTER APPLE MACBOOK A1342	450234YMFYN	06/08/2010	05/29/2013	$ -
3	106	216268	COMPUTER APPLE MACBOOK A1342	450235GKFYN	06/08/2010	05/29/2013	$ -
3	106	217139	COMPUTER APPLE MACBOOK A1342	450250DKFYN	06/22/2010	05/30/2013	$ -
3	106	220315	COMPUTER APPLE MACBOOK A1342	450364MYFYN	01/10/2011	05/29/2013	$ -
3	107	183139	COMPUTER APPLE IBOOK M9846LLA	4H5396RGSE7	10/21/2005	05/29/2013	$ 1,127.26
3	107	183140	COMPUTER APPLE IBOOK M9846LLA	4H5396FPSE7	10/21/2005	05/29/2013	$ 1,127.26
3	107	183141	COMPUTER APPLE IBOOK M9846LLA	4H5396KJSE7	10/21/2005	05/29/2013	$ 1,127.26
3	107	183142	COMPUTER APPLE IBOOK M9846LLA	4H539301SE7	10/21/2005	05/29/2013	$ 1,127.26
3	107	183143	COMPUTER APPLE IBOOK M9846LLA	4H5396RRSE7	10/21/2005	05/29/2013	$ 1,127.26
3	107	190026	COMPUTER APPLE POWERBOOK Z0DT	4H6502JYWGP	01/08/2007	05/30/2013	$ 1,421.00
3	107	190027	COMPUTER APPLE POWERBOOK Z0DT	4H6502JXWGP	01/08/2007	05/30/2013	$ 1,421.00
3	107	196192	COMPUTER APPLE MACBOOK A1181	W8734FBAZ5V	08/29/2007	05/30/2013	$ -
3	107	196196	COMPUTER APPLE MACBOOK A1181	W8734FDDZ5V	08/29/2007	05/30/2013	$ -
3	107	196197	COMPUTER APPLE MACBOOK A1181	W8734FDTZ5V	08/29/2007	05/30/2013	$ -
3	107	196198	COMPUTER APPLE MACBOOK A1181	W8734FE2Z5V	08/29/2007	05/30/2013	$ -
3	107	196199	COMPUTER APPLE MACBOOK A1181	W8734FCLZ5V	08/29/2007	05/30/2013	$ -
3	107	196200	COMPUTER APPLE MACBOOK A1181	W8734FH0Z5V	08/29/2007	05/30/2013	$ -
3	107	203676	COMPUTER APPLE MACBOOK A1181	W8824KGG0P0	06/26/2008	05/29/2013	$ -
3	107	203677	COMPUTER APPLE MACBOOK A1181	W8824KGK0P0	06/26/2008	05/29/2013	$ -
3	107	203678	COMPUTER APPLE MACBOOK A1181	W8824KHF0P0	06/26/2008	05/29/2013	$ -
3	107	203679	COMPUTER APPLE MACBOOK A1181	W8824KG70P0	06/26/2008	05/29/2013	$ -
3	107	203680	COMPUTER APPLE MACBOOK A1181	W8824KGH0P0	06/26/2008	05/29/2013	$ -
3	107	203681	COMPUTER APPLE MACBOOK A1181	W8824KGJ0P0	06/26/2008	05/29/2013	$ -
3	107	203683	COMPUTER APPLE MACBOOK A1181	W8824KGP0P0	06/26/2008	05/29/2013	$ -
3	107	203684	COMPUTER APPLE MACBOOK A1181	W8824KF60P0	06/26/2008	05/29/2013	$ -
3	107	203685	COMPUTER APPLE MACBOOK A1181	W8824KFK0P0	06/26/2008	05/29/2013	$ -
3	107	203686	COMPUTER APPLE MACBOOK A1181	W8824KFS0P0	06/26/2008	05/29/2013	$ -
3	107	203687	COMPUTER APPLE MACBOOK A1181	W8824KH80P0	06/26/2008	05/29/2013	$ -
3	107	203688	COMPUTER APPLE MACBOOK A1181	W8824KHW0P0	06/26/2008	05/29/2013	$ -
3	107	206382	COMPUTER APPLE MACBOOK A1181	W88440630P1	11/17/2008	05/29/2013	$ 1,082.00
3	107	209672	CART BRETFORD LAPTOP MOBILE 32		06/05/2009	05/30/2013	$ 1,338.51
3	107	211728	COMPUTER APPLE IMAC A1224	H09236HR6MJ	06/08/2009	05/29/2013	$ -
3	107	217119	COMPUTER APPLE MACBOOK A1342	450250D3FYN	06/22/2010	05/29/2013	$ -
3	107	217131	COMPUTER APPLE MACBOOK A1342	450250DTFYN	06/22/2010	05/29/2013	$ -

3	108	187627	COMPUTER APPLE IBOOK	4H6260KCSE7	07/17/2006	06/17/2013	$ -
3	108	187903	COMPUTER APPLE IBOOK Z0C1	4H634023SE4	08/25/2006	06/17/2013	$ 1,072.00
3	108	196149	COMPUTER APPLE MACBOOK A1181	W8734F4QZ5V	08/29/2007	05/30/2013	$ -
3	108	196150	COMPUTER APPLE MACBOOK A1181	W8734F59Z5V	08/29/2007	05/30/2013	$ -
3	108	196151	COMPUTER APPLE MACBOOK A1181	W8734FB1Z5V	08/29/2007	05/30/2013	$ -
3	108	196152	COMPUTER APPLE MACBOOK A1181	W8734FB8Z5V	08/29/2007	05/30/2013	$ -
3	108	196153	COMPUTER APPLE MACBOOK A1181	W8734FBDZ5V	08/29/2007	05/30/2013	$ -
3	108	196156	COMPUTER APPLE MACBOOK A1181	W8734F7TZ5V	08/29/2007	05/30/2013	$ -
3	108	211744	COMPUTER APPLE IMAC A1224	H092407L6MJ	06/08/2009	05/29/2013	$ -
3	108	217108	COMPUTER APPLE MACBOOK A1342	450250BSFYN	06/22/2010	05/29/2013	$ -
3	108	217110	COMPUTER APPLE MACBOOK A1342	450250CLFYN	06/22/2010	05/29/2013	$ -
3	109	211719	COMPUTER APPLE IMAC A1224	H09236HN6MJ	06/08/2009	05/29/2013	$ -
3	109	216263	COMPUTER APPLE MACBOOK A1342	450234Y5FYN	06/08/2010	05/29/2013	$ -
3	109	216269	COMPUTER APPLE MACBOOK A1342	450234ZAFYN	06/08/2010	05/29/2013	$ -
3	109	216270	COMPUTER APPLE MACBOOK A1342	450234Y7FYN	06/08/2010	05/29/2013	$ -
3	109	216271	COMPUTER APPLE MACBOOK A1342	450234Z5FYN	06/08/2010	05/29/2013	$ -
3	109	216272	COMPUTER APPLE MACBOOK A1342	450234Y4FYN	06/08/2010	05/29/2013	$ -
3	109	216273	COMPUTER APPLE MACBOOK A1342	450234Z2FYN	06/08/2010	05/29/2013	$ -
3	109	216275	COMPUTER APPLE MACBOOK A1342	450235PUFYN	06/08/2010	05/29/2013	$ -
3	109	216276	COMPUTER APPLE MACBOOK A1342	450234ZUFYN	06/08/2010	05/29/2013	$ -
3	109	216277	COMPUTER APPLE MACBOOK A1342	450234Z9FYN	06/08/2010	05/29/2013	$ -
3	109	217109	COMPUTER APPLE MACBOOK A1342	4502507BFYN	06/22/2010	05/30/2013	$ -
3	109	217140	COMPUTER APPLE MACBOOK A1342	450250DRFYN	06/22/2010	05/29/2013	$ -
3	110	183159	COMPUTER APPLE IBOOK M9846LLA	4H5396QZSE7	10/21/2005	05/29/2013	$ 1,127.26
3	110	183160	COMPUTER APPLE IBOOK M9846LLA	4H539308SE7	10/21/2005	05/29/2013	$ 1,127.27
3	110	183161	COMPUTER APPLE IBOOK M9846LLA	4H5396RCSE7	10/21/2005	05/29/2013	$ 1,127.27
3	110	196202	COMPUTER APPLE MACBOOK A1181	W8734FHLZ5V	08/29/2007	05/29/2013	$ -
3	110	196203	COMPUTER APPLE MACBOOK A1181	W8734FHWZ5V	08/29/2007	05/29/2013	$ -
3	110	196204	COMPUTER APPLE MACBOOK A1181	W87349Z6Z5V	08/29/2007	05/29/2013	$ -
3	110	196205	COMPUTER APPLE MACBOOK A1181	W8734F8VZ5V	08/29/2007	05/29/2013	$ -
3	110	196206	COMPUTER APPLE MACBOOK A1181	W8734F97Z5V	08/29/2007	05/29/2013	$ -
3	110	196207	COMPUTER APPLE MACBOOK A1181	W8734F99Z5V	08/29/2007	05/29/2013	$ -
3	110	196208	COMPUTER APPLE MACBOOK A1181	W8734FDXZ5V	08/29/2007	05/29/2013	$ -
3	110	199777	COMPUTER APPLE MACBOOK A1181	W8719G0SYA2	01/16/2008	05/29/2013	$ 1,040 16

3	110	199778	COMPUTER APPLE MACBOOK A1181	W8731FERZ5V	01/16/2008	05/29/2013	$ 1,040.16
3	110	199779	COMPUTER APPLE MACBOOK A1181	W8730U0PYA2	01/16/2008	05/29/2013	$ 1,040.16
3	110	199780	COMPUTER APPLE MACBOOK A1181	W87423GMZ5V	01/16/2008	05/29/2013	$ 1,040.16
3	110	199781	COMPUTER APPLE MACBOOK A1181	W874324MZ5V	01/16/2008	05/29/2013	$ 1,040.16
3	110	199782	COMPUTER APPLE MACBOOK A1181	W874326LZ5V	01/16/2008	05/29/2013	$ 1,040.16
3	110	199783	COMPUTER APPLE MACBOOK A1181	W87431K6Z5V	01/16/2008	05/29/2013	$ 1,040.16
3	110	202942	COMPUTER APPLE MACBOOK A1181	W8824Y8Q0P1	06/26/2008	05/29/2013	$ 1,133.24
3	110	202943	COMPUTER APPLE MACBOOK A1181	W8824YA10P1	06/26/2008	05/29/2013	$ 1,133.24
3	110	202946	COMPUTER APPLE MACBOOK A1181	W8824Y630P1	06/26/2008	05/29/2013	$ 1,133.24
3	110	202947	COMPUTER APPLE MACBOOK A1181	W8824YAE0P1	06/26/2008	05/29/2013	$ 1,133.24
3	110	215454	COMPUTER APPLE IMAC A1224	YM0150R3DMV	05/11/2010	05/29/2013	$ -
3	110	217111	COMPUTER APPLE MACBOOK A1342	450250JFFYN	06/22/2010	05/29/2013	$ -
3	111	183163	COMPUTER APPLE IBOOK M9846LLA	4H5396EASE7	10/21/2005	06/17/2013	$ 1,127.27
3	111	183164	COMPUTER APPLE IBOOK M9846LLA	4H5396MPSE7	10/21/2005	06/17/2013	$ 1,127.27
3	111	183165	COMPUTER APPLE IBOOK M9846LLA	4H5396KSSE7	10/21/2005	06/17/2013	$ 1,127.27
3	111	183166	COMPUTER APPLE IBOOK M9846LLA	4H5396Q8SE7	10/21/2005	06/17/2013	$ 1,127.27
3	111	196154	COMPUTER APPLE MACBOOK A1181	W8734F4WZ5V	08/29/2007	05/30/2013	$ -
3	111	196186	COMPUTER APPLE MACBOOK A1181	W8734FEKZ5V	08/29/2007	05/30/2013	$ -
3	111	215463	COMPUTER APPLE IMAC A1224	YM0150K5DMV	05/11/2010	05/29/2013	$ -
3	111	216300	COMPUTER APPLE MACBOOK A1342	450235GHFYN	06/08/2010	05/29/2013	$ -
3	112	183175	COMPUTER APPLE IBOOK M9846LLA	4H53975PSE7	10/21/2005	06/17/2013	$ -
3	112	183176	COMPUTER APPLE IBOOK M9846LLA	4H53971PSE7	10/21/2005	06/17/2013	$ -
3	112	183177	COMPUTER APPLE IBOOK M9846LLA	4H53976ESE7	10/21/2005	05/29/2013	$ -
3	112	183179	COMPUTER APPLE IBOOK M9846LLA	4H539703SE7	10/21/2005	06/17/2013	$ -
3	112	187639	COMPUTER APPLE IBOOK	4H6260JTSE7	07/17/2006	05/29/2013	$ -
3	112	187885	COMPUTER APPLE IBOOK Z0C1	4H63404RSE4	08/25/2006	06/17/2013	$ 1,072.00
3	112	187886	COMPUTER APPLE IBOOK Z0C1	4H63402NSE4	08/25/2006	05/29/2013	$ 1,072.00
3	112	187888	COMPUTER APPLE IBOOK Z0C1	4H63400XSE4	08/25/2006	06/17/2013	$ 1,072.00
3	112	187889	COMPUTER APPLE IBOOK Z0C1	4H63402QSE4	08/25/2006	05/29/2013	$ 1,072.00
3	112	187893	COMPUTER APPLE IBOOK Z0C1	4H63403MSE4	08/25/2006	06/17/2013	$ 1,072.00
3	112	196161	COMPUTER APPLE MACBOOK A1181	W8734F9XZ5V	08/29/2007	05/29/2013	$ -
3	112	196162	COMPUTER APPLE MACBOOK A1181	W8734FAYZ5V	08/29/2007	05/29/2013	$ -
3	112	196163	COMPUTER APPLE MACBOOK A1181	W8734FB0Z5V	08/29/2007	05/29/2013	$ -
3	112	196164	COMPUTER APPLE MACBOOK A1181	W8734F9GZ5V	08/29/2007	05/29/2013	$ -

3	112	196165	COMPUTER APPLE MACBOOK A1181	W8734FHDZ5V	08/29/2007	05/29/2013	$ -
3	112	196166	COMPUTER APPLE MACBOOK A1181	W8734FHGZ5V	08/29/2007	05/29/2013	$ -
3	112	196167	COMPUTER APPLE MACBOOK A1181	W8734FHUZ5V	08/29/2007	05/29/2013	$ -
3	112	196168	COMPUTER APPLE MACBOOK A1181	W8734FJ6Z5V	08/29/2007	05/29/2013	$ -
3	112	196169	COMPUTER APPLE MACBOOK A1181	W8734FEWZ5V	08/29/2007	05/29/2013	$ -
3	112	196170	COMPUTER APPLE MACBOOK A1181	W8734FFNZ5V	08/29/2007	05/29/2013	$ -
3	112	196171	COMPUTER APPLE MACBOOK A1181	W8734FGZZ5V	08/29/2007	05/29/2013	$ -
3	112	196172	COMPUTER APPLE MACBOOK A1181	W8734FH1Z5V	08/29/2007	05/29/2013	$ -
3	112	196173	COMPUTER APPLE MACBOOK A1181	W8734FHFZ5V	08/29/2007	05/29/2013	$ -
3	112	196175	COMPUTER APPLE MACBOOK A1181	W8734FFXZ5V	08/29/2007	05/29/2013	$ -
3	112	196176	COMPUTER APPLE MACBOOK A1181	W8734FH2Z5V	08/29/2007	05/29/2013	$ -
3	112	196177	COMPUTER APPLE MACBOOK A1181	W8734FH8Z5V	08/29/2007	05/29/2013	$ -
3	112	196178	COMPUTER APPLE MACBOOK A1181	W8734FJ5Z5V	08/29/2007	05/29/2013	$ -
3	112	196179	COMPUTER APPLE MACBOOK A1181	W87346KCZ5V	08/29/2007	05/29/2013	$ -
3	112	196180	COMPUTER APPLE MACBOOK A1181	W8734F5NZ5V	08/29/2007	05/29/2013	$ -
3	112	196181	COMPUTER APPLE MACBOOK A1181	W8734F9VZ5V	08/29/2007	05/29/2013	$ -
3	112	196182	COMPUTER APPLE MACBOOK A1181	W8734FB3Z5V	08/29/2007	05/29/2013	$ -
3	112	196183	COMPUTER APPLE MACBOOK A1181	W8734FGGZ5V	08/29/2007	05/29/2013	$ -
3	112	196184	COMPUTER APPLE MACBOOK A1181	W8734F90Z5V	08/29/2007	05/29/2013	$ -
3	112	196185	COMPUTER APPLE MACBOOK A1181	W8734F94Z5V	08/29/2007	05/29/2013	$ -
3	112	196187	COMPUTER APPLE MACBOOK A1181	W8734FF1Z5V	08/29/2007	05/29/2013	$ -
3	112	196188	COMPUTER APPLE MACBOOK A1181	W8734FFKZ5V	08/29/2007	05/29/2013	$ -
3	112	196189	COMPUTER APPLE MACBOOK A1181	W8734F9SZ5V	08/29/2007	05/29/2013	$ -
3	112	196190	COMPUTER APPLE MACBOOK A1181	W8734FA9Z5V	08/29/2007	05/29/2013	$ -
3	112	196191	COMPUTER APPLE MACBOOK A1181	W8734FAJZ5V	08/29/2007	05/29/2013	$ -
3	112	202652	CART BRETFORD LAPTOP MOBILE 32		06/23/2008	05/29/2013	$ 1,393.96
3	112	215466	COMPUTER APPLE IMAC A1224	YM0150L4DMV	05/11/2010	05/29/2013	$ -
3	112	216294	COMPUTER APPLE MACBOOK A1342	450234YPFYN	06/08/2010	05/29/2013	$ -
3	112	216295	COMPUTER APPLE MACBOOK A1342	450234YKFYN	06/08/2010	05/29/2013	$ -
3	113	183144	COMPUTER APPLE IBOOK M9846LLA	4H5396LUSE7	10/21/2005	06/17/2013	$ 1,127.26
3	113	206985	COMPUTER APPLE IMAC A1195	W88450H2289	01/07/2009	05/30/2013	$ -
3	113	206989	COMPUTER APPLE IMAC A1195	W88450GR289	01/07/2009	05/29/2013	$ -
3	113	206998	COMPUTER APPLE IMAC A1195	W8845094289	01/07/2009	05/29/2013	$ -
3	113	211740	COMPUTER APPLE IMAC A1224	H09240846MJ	06/08/2009	05/29/2013	$ -

3	113	216303	COMPUTER APPLE MACBOOK A1342	450234P3FYN	06/08/2010	05/29/2013	$ -
3	113	217134	COMPUTER APPLE MACBOOK A1342	450250DSFYN	06/22/2010	05/30/2013	$ -
3	113	217660	COMPUTER APPLE IMAC Z0JT	YM0211CBDMV	06/22/2010	05/30/2013	$ -
3	114	187894	COMPUTER APPLE IBOOK Z0C1	4H63404FSE4	08/25/2006	05/29/2013	$ 1,072.00
3	114	187896	COMPUTER APPLE IBOOK Z0C1	4H63402USE4	08/25/2006	05/29/2013	$ 1,072.00
3	114	187898	COMPUTER APPLE IBOOK Z0C1	4H63400GSE4	08/25/2006	05/29/2013	$ 1,072.00
3	114	187899	COMPUTER APPLE IBOOK Z0C1	4H634040SE4	08/25/2006	05/29/2013	$ 1,072.00
3	114	207004	COMPUTER APPLE IMAC A1195	W88450AD289	01/07/2009	05/29/2013	$ -
3	114	217124	COMPUTER APPLE MACBOOK A1342	450250KJFYN	06/22/2010	05/29/2013	$ -
3	115	207005	COMPUTER APPLE IMAC A1195	W88450FY289	01/07/2009	05/29/2013	$ -
3	115	211723	COMPUTER APPLE IMAC A1224	H09236HT6MJ	06/08/2009	05/29/2013	$ -
3	115	217101	COMPUTER APPLE MACBOOK A1342	450250D7FYN	06/22/2010	05/29/2013	$ -
3	115	217672	COMPUTER APPLE IMAC Z0JT	YM0211CSDMV	06/22/2010	05/29/2013	$ -
3	116	187891	COMPUTER APPLE IBOOK Z0C1	4H63400MSE4	08/25/2006	05/29/2013	$ 1,072.00
3	116	207009	COMPUTER APPLE IMAC A1195	W884011A289	01/07/2009	05/29/2013	$ -
3	116	211720	COMPUTER APPLE IMAC A1224	H09236HU6MJ	06/08/2009	05/29/2013	$ -
3	116	217114	COMPUTER APPLE MACBOOK A1342	450250K8FYN	06/22/2010	05/29/2013	$ -
3	116	217133	COMPUTER APPLE MACBOOK A1342	450250BDFYN	06/22/2010	05/30/2013	$ -
3	116	217671	COMPUTER APPLE IMAC Z0JT	YM0210VHDMV	06/22/2010	05/29/2013	$ -
3	117	207012	COMPUTER APPLE IMAC A1195	W88400Y7289	01/07/2009	05/29/2013	$ -
3	117	211742	COMPUTER APPLE IMAC A1224	H092407P6MJ	06/08/2009	05/29/2013	$ -
3	117	217129	COMPUTER APPLE MACBOOK A1342	450250DXFYN	06/22/2010	05/30/2013	$ -
3	117	217667	COMPUTER APPLE IMAC Z0JT	YM0211EUDMV	06/22/2010	05/29/2013	$ -
3	118	183185	COMPUTER APPLE IBOOK M9846LLA	4H5379SCSE7	10/21/2005	05/29/2013	$ -
3	118	207003	COMPUTER APPLE IMAC A1195	W88450GG289	01/07/2009	05/29/2013	$ -
3	118	211721	COMPUTER APPLE IMAC A1224	H09236HP6MJ	06/08/2009	05/29/2013	$ -
3	118	217128	COMPUTER APPLE MACBOOK A1342	450250C8FYN	06/22/2010	05/29/2013	$ -
3	118	217670	COMPUTER APPLE IMAC Z0JT	YM0211DBDMV	06/22/2010	05/29/2013	$ -
3	119	212165	COMPUTER APPLE MACBOOK A1181	W8924LPR9GU	06/08/2009	05/29/2013	$ -
3	120	187902	COMPUTER APPLE IBOOK Z0C1	4H63400VSE4	08/25/2006	05/29/2013	$ 1,072.00
3	120	207013	COMPUTER APPLE IMAC A1195	W8840118289	01/07/2009	05/29/2013	$ -
3	120	211733	COMPUTER APPLE IMAC A1224	H09236HS6MJ	06/08/2009	05/29/2013	$ -
3	120	217104	COMPUTER APPLE MACBOOK A1342	450250D2FYN	06/22/2010	05/29/2013	$ -
3	120	217668	COMPUTER APPLE IMAC Z0JT	YM02117TDMV	06/22/2010	05/29/2013	$ -

3	121	185497	COMPUTER APPLE IBOOK M9846LLA	4H61442JSE7	04/17/2006	05/29/2013	$ -
3	121	206996	COMPUTER APPLE IMAC A1195	W88450G0289	01/07/2009	05/29/2013	$ -
3	121	211724	COMPUTER APPLE IMAC A1224	H09236HQ6MJ	06/08/2009	05/29/2013	$ -
3	121	216296	COMPUTER APPLE MACBOOK A1342	450234YRFYN	06/08/2010	05/29/2013	$ -
3	121	217669	COMPUTER APPLE IMAC Z0JT	YM0211DFDMV	06/22/2010	05/29/2013	$ -
3	122	185498	COMPUTER APPLE IBOOK M9846LLA	4H61453WSE7	04/17/2006	05/29/2013	$ -
3	122	206992	COMPUTER APPLE IMAC A1195	W884509N289	01/07/2009	05/29/2013	$ -
3	122	211727	COMPUTER APPLE IMAC A1224	H09236GX6MJ	06/08/2009	05/29/2013	$ -
3	122	217141	COMPUTER APPLE MACBOOK A1342	4502508DFYN	06/22/2010	05/29/2013	$ -
3	122	217666	COMPUTER APPLE IMAC Z0JT	YM02116WDMV	06/22/2010	05/29/2013	$ -
3	124	206991	COMPUTER APPLE IMAC A1195	W88450GQ289	01/07/2009	05/29/2013	$ -
3	124	206997	COMPUTER APPLE IMAC A1195	W88450GT289	01/07/2009	05/29/2013	$ -
3	124	207001	COMPUTER APPLE IMAC A1195	W88450GK289	01/07/2009	05/29/2013	$ -
3	124	211722	COMPUTER APPLE IMAC A1224	H09236J16MJ	06/08/2009	05/29/2013	$ -
3	124	217122	COMPUTER APPLE MACBOOK A1342	450250J0FYN	06/22/2010	05/29/2013	$ -
3	124	217132	COMPUTER APPLE MACBOOK A1342	450250DQFYN	06/22/2010	05/29/2013	$ -
3	124	217665	COMPUTER APPLE IMAC Z0JT	YM0211D5DMV	06/22/2010	05/29/2013	$ -
3	126	216293	COMPUTER APPLE MACBOOK A1342	450234YXFYN	06/08/2010	05/29/2013	$ -
3	127	101765	LETTERING SET ELLISON ORIGINAL	13347	08/03/2000	05/29/2013	$ 1,299.00
3	127	104239	PUNCH GENERAL BINDING MP2000	ND07987	05/02/2001	05/29/2013	$ 1,863.00
3	127	187604	COMPUTER APPLE IBOOK	4H6260Q9SE7	07/17/2006	05/29/2013	$ -
3	127	206696	COMPUTER APPLE MACBOOK A1278	W88509RW1AQ	01/14/2009	05/30/2013	$ 1,196.61
3	127	206697	COMPUTER APPLE MACBOOK A1278	W8850G1F1AQ	01/14/2009	05/29/2013	$ 1,196.61
3	127	206698	COMPUTER APPLE MACBOOK A1278	W8850G1H1AQ	01/14/2009	05/29/2013	$ 1,196.61
3	127	219787	LAMINATOR GENERAL BINDING 65	WH002196	10/05/2010	05/29/2013	$ 1,761.87
3	131	220010	BURNISHER NOBLES 612939	90035310496593	11/08/2010	05/30/2013	$ 5,291.20
4	101	217144	COMPUTER APPLE MACBOOK A1342	4502509AFYN	06/22/2010	05/29/2013	$ -
4	103	185492	COMPUTER APPLE IBOOK M9846LLA	4H6143W5SE7	04/17/2006	05/29/2013	$ -
4	103	206999	COMPUTER APPLE IMAC A1195	W884011G289	01/07/2009	05/29/2013	$ -
4	103	211745	COMPUTER APPLE IMAC A1224	H092407N6MJ	06/08/2009	05/29/2013	$ -
4	103	216301	COMPUTER APPLE MACBOOK A1342	450234XPFYN	06/08/2010	05/29/2013	$ -
4	103	217664	COMPUTER APPLE IMAC Z0JT	YM0211D9DMV	06/22/2010	05/29/2013	$ -
4	104	163234	COMPUTER APPLE IBOOK M9134LLA	UV3224CWPET	06/24/2003	05/30/2013	$ 1,223.00
4	104	185496	COMPUTER APPLE IBOOK M9846LLA	4H61456GSE7	04/17/2006	05/29/2013	$ -

4	104	187601	COMPUTER APPLE IBOOK	4H6260VTSE7	07/17/2006	05/29/2013	$ -
4	104	206984	COMPUTER APPLE IMAC A1195	W88450GH289	01/07/2009	05/29/2013	$ -
4	104	211739	COMPUTER APPLE IMAC A1224	H09236LH6MJ	06/08/2009	05/29/2013	$ -
4	104	217136	COMPUTER APPLE MACBOOK A1342	450250E9FYN	06/22/2010	05/29/2013	$ -
4	104	217150	COMPUTER APPLE MACBOOK A1342	450250GBFYN	06/22/2010	05/30/2013	$ -
4	104	217663	COMPUTER APPLE IMAC Z0JT	YM0211ENDMV	06/22/2010	05/29/2013	$ -
4	105	174606	COMPUTER APPLE IBOOK Z0A8 1GHZ	UV4361SD74	09/14/2004	04/26/2011	$ 1,094.99
4	105	183148	COMPUTER APPLE IBOOK M9846LLA	4H539359SE7	10/21/2005	05/29/2013	$ 1,127.26
4	105	185494	COMPUTER APPLE IBOOK M9846LLA	4H61442NSE7	04/17/2006	05/29/2013	$ -
4	105	206995	COMPUTER APPLE IMAC A1195	W88450GJ289	01/07/2009	05/29/2013	$ -
4	105	211726	COMPUTER APPLE IMAC A1224	H09236GU6MJ	06/08/2009	05/29/2013	$ -
4	105	216298	COMPUTER APPLE MACBOOK A1342	450234YQFYN	06/08/2010	05/29/2013	$ -
4	105	217661	COMPUTER APPLE IMAC Z0JT	YM02117PDMV	06/22/2010	05/29/2013	$ -
4	108	185493	COMPUTER APPLE IBOOK M9846LLA	4H614435SE7	04/17/2006	05/30/2013	$ -
4	108	206987	COMPUTER APPLE IMAC A1195	W88450GZ289	01/07/2009	05/30/2013	$ -
4	108	211741	COMPUTER APPLE IMAC A1224	H09236HD6MJ	06/08/2009	05/30/2013	$ -
4	108	217107	COMPUTER APPLE MACBOOK A1342	450250CXFYN	06/22/2010	05/30/2013	$ -
4	108	217659	COMPUTER APPLE IMAC Z0JT	YM02114PDMV	06/22/2010	05/30/2013	$ -
4	109	185489	COMPUTER APPLE IBOOK M9846LLA	4H6143UQSE7	04/17/2006	06/17/2013	$ -
4	109	206990	COMPUTER APPLE IMAC A1195	W884508J289	01/07/2009	05/29/2013	$ -
4	109	211725	COMPUTER APPLE IMAC A1224	H09236HV6MJ	06/08/2009	05/29/2013	$ -
4	109	217115	COMPUTER APPLE MACBOOK A1342	450250KCFYN	06/22/2010	05/29/2013	$ -
4	109	217658	COMPUTER APPLE IMAC Z0JT	YM0210JFDMV	06/22/2010	05/29/2013	$ -
4	110	100574	COMPUTER APPLE IMAC BLUEBERRY	YM0155C4J88	05/23/2000	05/29/2013	$ -
4	110	100658	COMPUTER APPLE IMAC DV/400	RN0194WOJ89	05/23/2000	05/29/2013	$ 1,163.00
4	110	207007	COMPUTER APPLE IMAC A1195	W884011U289	01/07/2009	05/29/2013	$ -
4	110	211747	COMPUTER APPLE IMAC A1224	H092407R6MJ	06/08/2009	05/29/2013	$ -
4	110	217130	COMPUTER APPLE MACBOOK A1342	45025010FYN	06/22/2010	05/29/2013	$ -
4	110	217662	COMPUTER APPLE IMAC Z0JT	YM02114RDMV	06/22/2010	05/29/2013	$ -
4	201	183128	COMPUTER APPLE IBOOK M9846LLA	4H53974VSE7	10/21/2005	04/26/2011	$ 1,127.26
4	201	196155	COMPUTER APPLE MACBOOK A1181	W8734F5WZ5V	08/29/2007	05/30/2013	$ -
4	201	202622	CART BRETFORD LAPTOP MOBILE 32		06/23/2008	05/30/2013	$ 1,393.96
4	201	204361	COMPUTER APPLE MACBOOK A1181	W8824M810P0	06/26/2008	05/30/2013	$ -
4	201	204362	COMPUTER APPLE MACBOOK A1181	W8824MAX0P0	06/26/2008	05/30/2013	$ -

4	201	204363	COMPUTER APPLE MACBOOK A1181	W8824MB30P0	06/26/2008	05/30/2013	$ -
4	201	204364	COMPUTER APPLE MACBOOK A1181	W8824M290P0	06/26/2008	05/30/2013	$ -
4	201	204365	COMPUTER APPLE MACBOOK A1181	W8824MCN0P0	06/26/2008	05/30/2013	$ -
4	201	204366	COMPUTER APPLE MACBOOK A1181	W8824MDB0P0	06/26/2008	05/30/2013	$ -
4	201	204368	COMPUTER APPLE MACBOOK A1181	W8824MDY0P0	06/26/2008	05/30/2013	$ -
4	201	204369	COMPUTER APPLE MACBOOK A1181	W8824L060P0	06/26/2008	05/30/2013	$ -
4	201	204370	COMPUTER APPLE MACBOOK A1181	W8824M7Q0P0	06/26/2008	05/30/2013	$ -
4	201	204371	COMPUTER APPLE MACBOOK A1181	W8824M9Y0P0	06/26/2008	05/30/2013	$ -
4	201	204372	COMPUTER APPLE MACBOOK A1181	W8824ME10P0	06/26/2008	05/30/2013	$ -
4	201	204373	COMPUTER APPLE MACBOOK A1181	W8824ME30P0	06/26/2008	05/30/2013	$ -
4	201	204375	COMPUTER APPLE MACBOOK A1181	W8824KWF0P0	06/26/2008	05/30/2013	$ -
4	201	204376	COMPUTER APPLE MACBOOK A1181	W8824LXJ0P0	06/26/2008	05/30/2013	$ -
4	201	204377	COMPUTER APPLE MACBOOK A1181	W8824LZ30P0	06/26/2008	05/30/2013	$ -
4	201	204378	COMPUTER APPLE MACBOOK A1181	W8824LZ90P0	06/26/2008	05/30/2013	$ -
4	201	204379	COMPUTER APPLE MACBOOK A1181	W8824LYW0P0	06/26/2008	05/30/2013	$ -
4	201	204380	COMPUTER APPLE MACBOOK A1181	W8824LZK0P0	06/26/2008	05/30/2013	$ -
4	201	204381	COMPUTER APPLE MACBOOK A1181	W8824LZM0P0	06/26/2008	05/30/2013	$ -
4	201	204383	COMPUTER APPLE MACBOOK A1181	W8824LZT0P0	06/26/2008	05/30/2013	$ -
4	201	215464	COMPUTER APPLE IMAC A1224	YM0150JHDMV	05/11/2010	05/30/2013	$ -
4	201	216291	COMPUTER APPLE MACBOOK A1342	450234YUFYN	06/08/2010	05/30/2013	$ -
4	202	194615	CART BRETFORD LAPTOP MOBILE 20		08/27/2007	05/30/2013	$ 1,189.95
4	202	212184	COMPUTER APPLE MACBOOK A1181	W89233FQ9GU	06/08/2009	05/30/2013	$ -
4	202	212185	COMPUTER APPLE MACBOOK A1181	W89233G29GU	06/08/2009	05/30/2013	$ -
4	202	212186	COMPUTER APPLE MACBOOK A1181	W89233EW9GU	06/08/2009	05/30/2013	$ -
4	202	212187	COMPUTER APPLE MACBOOK A1181	W89233EX9GU	06/08/2009	05/30/2013	$ -
4	202	212188	COMPUTER APPLE MACBOOK A1181	W89233F39GU	06/08/2009	05/30/2013	$ -
4	202	212189	COMPUTER APPLE MACBOOK A1181	W89233F49GU	06/08/2009	05/30/2013	$ -
4	202	212190	COMPUTER APPLE MACBOOK A1181	W89235AT9GU	06/08/2009	05/30/2013	$ -
4	202	212192	COMPUTER APPLE MACBOOK A1181	W89233F59GU	06/08/2009	05/30/2013	$ -
4	202	212193	COMPUTER APPLE MACBOOK A1181	W89233F69GU	06/08/2009	05/30/2013	$ -
4	202	212194	COMPUTER APPLE MACBOOK A1181	W89233F89GU	06/08/2009	05/30/2013	$ -
4	202	212195	COMPUTER APPLE MACBOOK A1181	W89233FP9GU	06/08/2009	05/30/2013	$ -
4	202	212196	COMPUTER APPLE MACBOOK A1181	W89233EK9GU	06/08/2009	05/30/2013	$ -
4	202	212197	COMPUTER APPLE MACBOOK A1181	W89233F09GU	06/08/2009	05/30/2013	$ -

4	202	212198	COMPUTER APPLE MACBOOK A1181	W89233F79GU	06/08/2009	05/30/2013	$ -
4	202	212199	COMPUTER APPLE MACBOOK A1181	W89233FB9GU	06/08/2009	05/30/2013	$ -
4	202	212200	COMPUTER APPLE MACBOOK A1181	W89233FE9GU	06/08/2009	05/30/2013	$ -
4	202	212201	COMPUTER APPLE MACBOOK A1181	W89232XJ9GU	06/08/2009	05/30/2013	$ -
4	202	212202	COMPUTER APPLE MACBOOK A1181	W89233DP9GU	06/08/2009	05/30/2013	$ -
4	202	212203	COMPUTER APPLE MACBOOK A1181	W89233GL9GU	06/08/2009	05/30/2013	$ -
4	202	212204	COMPUTER APPLE MACBOOK A1181	W89233GM9GU	06/08/2009	05/30/2013	$ -
4	202	212205	COMPUTER APPLE MACBOOK A1181	W89233GU9GU	06/08/2009	05/30/2013	$ -
4	202	215455	COMPUTER APPLE IMAC A1224	YM0150LEDMV	05/11/2010	05/30/2013	$ -
4	202	217103	COMPUTER APPLE MACBOOK A1342	4502509WFYN	06/22/2010	05/30/2013	$ -
4	203	194613	CART BRETFORD LAPTOP MOBILE 20		08/27/2007	05/30/2013	$ 1,189.95
4	203	210217	COMPUTER APPLE MACBOOK A1181	W89225909GU	06/01/2009	05/30/2013	$ -
4	203	210218	COMPUTER APPLE MACBOOK A1181	W892257N9GU	06/01/2009	05/30/2013	$ -
4	203	210219	COMPUTER APPLE MACBOOK A1181	W89225EP9GU	06/01/2009	05/30/2013	$ -
4	203	210220	COMPUTER APPLE MACBOOK A1181	W89225DX9GU	06/01/2009	05/30/2013	$ -
4	203	210221	COMPUTER APPLE MACBOOK A1181	W89225F09GU	06/01/2009	05/30/2013	$ -
4	203	210222	COMPUTER APPLE MACBOOK A1181	W89225ET9GU	06/01/2009	05/30/2013	$ -
4	203	210224	COMPUTER APPLE MACBOOK A1181	W89225EU9GU	06/01/2009	05/30/2013	$ -
4	203	210225	COMPUTER APPLE MACBOOK A1181	W89225FJ9GU	06/01/2009	05/30/2013	$ -
4	203	210226	COMPUTER APPLE MACBOOK A1181	W89225FK9GU	06/01/2009	05/30/2013	$ -
4	203	210227	COMPUTER APPLE MACBOOK A1181	W89225E59GU	06/01/2009	05/30/2013	$ -
4	203	210228	COMPUTER APPLE MACBOOK A1181	W89225E29GU	06/01/2009	05/30/2013	$ -
4	203	210229	COMPUTER APPLE MACBOOK A1181	W892257X9GU	06/01/2009	05/30/2013	$ -
4	203	210230	COMPUTER APPLE MACBOOK A1181	W89225FF9GU	06/01/2009	05/30/2013	$ -
4	203	210231	COMPUTER APPLE MACBOOK A1181	W89225FP9GU	06/01/2009	05/30/2013	$ -
4	203	210232	COMPUTER APPLE MACBOOK A1181	W892257W9GU	06/01/2009	05/30/2013	$ -
4	203	210233	COMPUTER APPLE MACBOOK A1181	W89225BP9GU	06/01/2009	05/30/2013	$ -
4	203	210234	COMPUTER APPLE MACBOOK A1181	W89225C49GU	06/01/2009	05/30/2013	$ -
4	203	210235	COMPUTER APPLE MACBOOK A1181	W89225AY9GU	06/01/2009	05/30/2013	$ -
4	203	210236	COMPUTER APPLE MACBOOK A1181	W89225F69GU	06/01/2009	05/30/2013	$ -
4	203	210237	COMPUTER APPLE MACBOOK A1181	W892257M9GU	06/01/2009	05/30/2013	$ -
4	203	210238	COMPUTER APPLE MACBOOK A1181	W89225EV9GU	06/01/2009	05/30/2013	$ -
4	203	215452	COMPUTER APPLE IMAC A1224	YM0150L2DMV	05/11/2010	05/30/2013	$ -
4	203	216302	COMPUTER APPLE MACBOOK A1342	450234S6FYN	06/08/2010	05/30/2013	$ -

4	204	204395	COMPUTER APPLE MACBOOK A1181	W8824L0K0P0	06/26/2008	05/30/2013	$ -
4	204	204402	COMPUTER APPLE MACBOOK A1181	W8824L160P0	06/26/2008	05/30/2013	$ -
4	204	211748	COMPUTER APPLE IMAC A1224	H092407S6MJ	06/08/2009	05/30/2013	$ -
4	204	216239	COMPUTER APPLE MACBOOK A1342	4502341FFYN	06/08/2010	05/30/2013	$ -
4	204	216240	COMPUTER APPLE MACBOOK A1342	45023458FYN	06/08/2010	05/30/2013	$ -
4	204	216242	COMPUTER APPLE MACBOOK A1342	45023459FYN	06/08/2010	05/30/2013	$ -
4	204	216243	COMPUTER APPLE MACBOOK A1342	4502345AFYN	06/08/2010	05/30/2013	$ -
4	204	216244	COMPUTER APPLE MACBOOK A1342	4502345ZFYN	06/08/2010	05/30/2013	$ -
4	204	216245	COMPUTER APPLE MACBOOK A1342	4502347GFYN	06/08/2010	05/30/2013	$ -
4	204	216246	COMPUTER APPLE MACBOOK A1342	45023477FYN	06/08/2010	05/30/2013	$ -
4	204	216247	COMPUTER APPLE MACBOOK A1342	4502346SFYN	06/08/2010	05/30/2013	$ -
4	204	216248	COMPUTER APPLE MACBOOK A1342	4502346WFYN	06/08/2010	05/30/2013	$ -
4	204	216249	COMPUTER APPLE MACBOOK A1342	450233TCFYN	06/08/2010	05/30/2013	$ -
4	204	216250	COMPUTER APPLE MACBOOK A1342	450235JEFYN	06/08/2010	05/30/2013	$ -
4	204	216251	COMPUTER APPLE MACBOOK A1342	450235K0FYN	06/08/2010	05/30/2013	$ -
4	204	216252	COMPUTER APPLE MACBOOK A1342	45023510FYN	06/08/2010	05/30/2013	$ -
4	204	216253	COMPUTER APPLE MACBOOK A1342	450234ZSFYN	06/08/2010	05/30/2013	$ -
4	204	216254	COMPUTER APPLE MACBOOK A1342	4502350MFYN	06/08/2010	05/30/2013	$ -
4	204	216255	COMPUTER APPLE MACBOOK A1342	450234ZMFYN	06/08/2010	05/30/2013	$ -
4	204	216257	COMPUTER APPLE MACBOOK A1342	45023501FYN	06/08/2010	05/30/2013	$ -
4	204	216258	COMPUTER APPLE MACBOOK A1342	4502350PFYN	06/08/2010	05/30/2013	$ -
4	204	216259	COMPUTER APPLE MACBOOK A1342	450234ZNFYN	06/08/2010	05/30/2013	$ -
4	204	220317	COMPUTER APPLE MACBOOK A1342	450300RGFYN	01/10/2011	05/30/2013	$ -
4	206	185483	COMPUTER APPLE IBOOK M9846LLA	4H61452FSE7	04/17/2006	05/30/2013	$ -
4	206	185485	COMPUTER APPLE IBOOK M9846LLA	4H614538SE7	04/17/2006	05/30/2013	$ -
4	206	185486	COMPUTER APPLE IBOOK M9846LLA	4H614569SE7	04/17/2006	05/30/2013	$ -
4	206	185487	COMPUTER APPLE IBOOK M9846LLA	4H6143VCSE7	04/17/2006	05/30/2013	$ -
4	206	196157	COMPUTER APPLE MACBOOK A1181	W8734F7XZ5V	08/29/2007	05/30/2013	$ -
4	206	196158	COMPUTER APPLE MACBOOK A1181	W8734FAFZ5V	08/29/2007	05/30/2013	$ -
4	206	196159	COMPUTER APPLE MACBOOK A1181	W8734AACZ5V	08/29/2007	05/30/2013	$ -
4	206	196160	COMPUTER APPLE MACBOOK A1181	W8734F52Z5V	08/29/2007	05/30/2013	$ -
4	206	202938	COMPUTER APPLE MACBOOK A1181	W8824YB40P1	06/26/2008	05/30/2013	$ 1,133.24
4	206	202939	COMPUTER APPLE MACBOOK A1181	W8824YB20P1	06/26/2008	05/30/2013	$ 1,133.24
4	206	202940	COMPUTER APPLE MACBOOK A1181	W8824YBA0P1	06/26/2008	05/30/2013	$ 1,133.24

4	206	202941	COMPUTER APPLE MACBOOK A1181	W8824Y5W0P1	06/26/2008	05/30/2013	$ 1,133.24
4	206	211729	COMPUTER APPLE IMAC A1224	H09236HZ6MJ	06/08/2009	05/30/2013	$ -
4	206	216297	COMPUTER APPLE MACBOOK A1342	450234YZFYN	06/08/2010	05/30/2013	$ -
4	207	202653	CART BRETFORD LAPTOP MOBILE 32		06/23/2008	05/30/2013	$ 1,393.96
4	207	203689	COMPUTER APPLE MACBOOK A1181	W8824KF90P0	06/26/2008	05/30/2013	$ -
4	207	203690	COMPUTER APPLE MACBOOK A1181	W8824KGF0P0	06/26/2008	05/30/2013	$ -
4	207	203691	COMPUTER APPLE MACBOOK A1181	W8824KGM0P0	06/26/2008	05/30/2013	$ -
4	207	203692	COMPUTER APPLE MACBOOK A1181	W8824KJ10P0	06/26/2008	05/30/2013	$ -
4	207	203693	COMPUTER APPLE MACBOOK A1181	W8824KJR0P0	06/26/2008	05/30/2013	$ -
4	207	203694	COMPUTER APPLE MACBOOK A1181	W8824KFZ0P0	06/26/2008	05/30/2013	$ -
4	207	203695	COMPUTER APPLE MACBOOK A1181	W8824KHR0P0	06/26/2008	05/30/2013	$ -
4	207	203696	COMPUTER APPLE MACBOOK A1181	W8824KHT0P0	06/26/2008	05/30/2013	$ -
4	207	211736	COMPUTER APPLE IMAC A1224	H09236GR6MJ	06/08/2009	05/30/2013	$ -
4	207	212160	COMPUTER APPLE MACBOOK A1181	W8924LQB9GU	06/08/2009	05/30/2013	$ -
4	207	212161	COMPUTER APPLE MACBOOK A1181	W8924EUA9GU	06/08/2009	05/30/2013	$ -
4	207	212162	COMPUTER APPLE MACBOOK A1181	W8924LJE9GU	06/08/2009	05/30/2013	$ -
4	207	212163	COMPUTER APPLE MACBOOK A1181	W8924LP99GU	06/08/2009	05/30/2013	$ -
4	207	212164	COMPUTER APPLE MACBOOK A1181	W8924LPA9GU	06/08/2009	05/30/2013	$ -
4	207	212166	COMPUTER APPLE MACBOOK A1181	W8924LJS9GU	06/08/2009	05/30/2013	$ -
4	207	212167	COMPUTER APPLE MACBOOK A1181	W8924LN79GU	06/08/2009	05/30/2013	$ -
4	207	212169	COMPUTER APPLE MACBOOK A1181	W8924LQC9GU	06/08/2009	05/30/2013	$ -
4	207	212170	COMPUTER APPLE MACBOOK A1181	W8924LQQ9GU	06/08/2009	05/30/2013	$ -
4	207	212171	COMPUTER APPLE MACBOOK A1181	W892338X9GU	06/08/2009	05/30/2013	$ -
4	207	212172	COMPUTER APPLE MACBOOK A1181	W89233EY9GU	06/08/2009	05/30/2013	$ -
4	207	212173	COMPUTER APPLE MACBOOK A1181	W89233FC9GU	06/08/2009	05/30/2013	$ -
4	207	212174	COMPUTER APPLE MACBOOK A1181	W89233FL9GU	06/08/2009	05/30/2013	$ -
4	207	212176	COMPUTER APPLE MACBOOK A1181	W89233279GU	06/08/2009	05/30/2013	$ -
4	207	212177	COMPUTER APPLE MACBOOK A1181	W89233EJ9GU	06/08/2009	05/30/2013	$ -
4	207	212178	COMPUTER APPLE MACBOOK A1181	W89233F99GU	06/08/2009	05/30/2013	$ -
4	207	212179	COMPUTER APPLE MACBOOK A1181	W89233FS9GU	06/08/2009	05/30/2013	$ -
4	207	212180	COMPUTER APPLE MACBOOK A1181	W89233FW9GU	06/08/2009	05/30/2013	$ -
4	207	212181	COMPUTER APPLE MACBOOK A1181	W89233FJ9GU	06/08/2009	05/30/2013	$ -
4	207	212182	COMPUTER APPLE MACBOOK A1181	W89233FM9GU	06/08/2009	05/30/2013	$ -
4	207	217138	COMPUTER APPLE MACBOOK A1342	450250DZFYN	06/22/2010	05/30/2013	$ -

4	208	163276	CART BRETFORD LAPTOP MOBILE		06/24/2003	05/30/2013	$ 1,199.00
4	208	204382	COMPUTER APPLE MACBOOK A1181	W8824LZS0P0	06/26/2008	05/30/2013	$ -
4	208	204384	COMPUTER APPLE MACBOOK A1181	W8824KX20P0	06/26/2008	05/30/2013	$ -
4	208	204385	COMPUTER APPLE MACBOOK A1181	W8824KZ00P0	06/26/2008	05/30/2013	$ -
4	208	204386	COMPUTER APPLE MACBOOK A1181	W8824LQ40P0	06/26/2008	05/30/2013	$ -
4	208	204387	COMPUTER APPLE MACBOOK A1181	W8824LZF0P0	06/26/2008	05/30/2013	$ -
4	208	204388	COMPUTER APPLE MACBOOK A1181	W8824LZX0P0	06/26/2008	05/30/2013	$ -
4	208	204389	COMPUTER APPLE MACBOOK A1181	W8824L100P0	06/26/2008	05/30/2013	$ -
4	208	204390	COMPUTER APPLE MACBOOK A1181	W8824LYP0P0	06/26/2008	05/30/2013	$ -
4	208	204391	COMPUTER APPLE MACBOOK A1181	W8824LYZ0P0	06/26/2008	05/30/2013	$ -
4	208	204392	COMPUTER APPLE MACBOOK A1181	W8824LZG0P0	06/26/2008	05/30/2013	$ -
4	208	204393	COMPUTER APPLE MACBOOK A1181	W8824LZJ0P0	06/26/2008	05/30/2013	$ -
4	208	204394	COMPUTER APPLE MACBOOK A1181	W8824KYZ0P0	06/26/2008	05/30/2013	$ -
4	208	204396	COMPUTER APPLE MACBOOK A1181	W8824L1F0P0	06/26/2008	05/30/2013	$ -
4	208	204397	COMPUTER APPLE MACBOOK A1181	W8824LZZ0P0	06/26/2008	05/30/2013	$ -
4	208	204398	COMPUTER APPLE MACBOOK A1181	W8824M090P0	06/26/2008	05/30/2013	$ -
4	208	204399	COMPUTER APPLE MACBOOK A1181	W8824KVX0P0	06/26/2008	05/30/2013	$ -
4	208	204400	COMPUTER APPLE MACBOOK A1181	W8824L050P0	06/26/2008	05/30/2013	$ -
4	208	204403	COMPUTER APPLE MACBOOK A1181	W8824L190P0	06/26/2008	05/30/2013	$ -
4	208	204404	COMPUTER APPLE MACBOOK A1181	W8824KXB0P0	06/26/2008	05/30/2013	$ -
4	208	215456	COMPUTER APPLE IMAC A1224	YM0150P4DMV	05/11/2010	05/30/2013	$ -
4	208	217142	COMPUTER APPLE MACBOOK A1342	450250AZFYN	06/22/2010	05/30/2013	$ -
5	103	101427	VEHICLE,UTILITY	1337202	07/05/2000	05/30/2013	$ 3,839.59
6	101	183129	COMPUTER APPLE IBOOK M9846LLA	4H53977ASE7	10/21/2005	05/30/2013	$ 1,127.26
6	101	183130	COMPUTER APPLE IBOOK M9846LLA	4H53976KSE7	10/21/2005	05/30/2013	$ 1,127.26
6	101	183131	COMPUTER APPLE IBOOK M9846LLA	4H53974RSE7	10/21/2005	05/30/2013	$ 1,127.26
6	101	183132	COMPUTER APPLE IBOOK M9846LLA	4H53970CSE7	10/21/2005	05/30/2013	$ 1,127.26
6	101	211731	COMPUTER APPLE IMAC A1224	H09236GY6MJ	06/08/2009	05/30/2013	$ -
6	101	217148	COMPUTER APPLE MACBOOK A1342	450250HNFYN	06/22/2010	05/30/2013	$ -
6	102	183106	COMPUTER APPLE IBOOK M9846LLA	4H5379SBSE7	10/21/2005	06/17/2013	$ 1,127.26
6	102	183107	COMPUTER APPLE IBOOK M9846LLA	4H539194SE7	10/21/2005	06/17/2013	$ 1,127.26
6	102	183108	COMPUTER APPLE IBOOK M9846LLA	4H53967YSE7	10/21/2005	06/17/2013	$ 1,127.26
6	102	183109	COMPUTER APPLE IBOOK M9846LLA	4H539760SE7	10/21/2005	06/17/2013	$ 1,127.26
6	102	189803	COMPUTER APPLE POWERBOOK Z0DT	4H6502JSWGP	01/08/2007	06/17/2013	$ 1,520.00

6	102	189806	COMPUTER APPLE POWERBOOK Z0DT	4H6502JQWGP	01/08/2007	06/17/2013	$ 1,520.00
6	102	189807	COMPUTER APPLE POWERBOOK Z0DT	4H6502K4WGP	01/08/2007	05/30/2013	$ 1,520.00
6	102	189808	COMPUTER APPLE POWERBOOK Z0DT	4H6502K1WGP	01/08/2007	06/17/2013	$ 1,520.00
6	102	211732	COMPUTER APPLE IMAC A1224	H09236GZ6MJ	06/08/2009	05/30/2013	$ -
6	102	217135	COMPUTER APPLE MACBOOK A1342	450250D9FYN	06/22/2010	05/30/2013	$ -
6	103	211734	COMPUTER APPLE IMAC A1224	H09236LQ6MJ	06/08/2009	05/30/2013	$ -
6	103	216238	COMPUTER APPLE MACBOOK A1342	45023439FYN	06/08/2010	05/30/2013	$ -
6	103	216241	COMPUTER APPLE MACBOOK A1342	45023456FYN	06/08/2010	05/30/2013	$ -
6	103	216256	COMPUTER APPLE MACBOOK A1342	4502350GFYN	06/08/2010	05/30/2013	$ -
6	103	220311	COMPUTER APPLE MACBOOK A1342	450364P9FYN	01/10/2011	05/30/2013	$ -
6	104	183110	COMPUTER APPLE IBOOK M9846LLA	4H53973DSE7	10/21/2005	05/30/2013	$ 1,127.26
6	104	183112	COMPUTER APPLE IBOOK M9846LLA	4H5390VASE7	10/21/2005	05/30/2013	$ 1,127.26
6	104	183115	COMPUTER APPLE IBOOK M9846LLA	4H5396EMSE7	10/21/2005	05/30/2013	$ 1,127.26
6	104	183137	COMPUTER APPLE IBOOK M9846LLA	4H53925FSE7	10/21/2005	06/17/2013	$ 1,127.26
6	104	189795	COMPUTER APPLE POWERBOOK Z0DT	4H6502JZWGP	01/02/2007	05/30/2013	$ 1,520.00
6	104	189797	COMPUTER APPLE POWERBOOK Z0DT	4H6502JWWGP	01/08/2007	05/30/2013	$ 1,520.00
6	104	189798	COMPUTER APPLE POWERBOOK Z0DT	4H6502KOWGP	01/08/2007	05/30/2013	$ 1,520.00
6	104	189799	COMPUTER APPLE POWERBOOK Z0DT	4H6502JTWGP	01/08/2007	05/30/2013	$ 1,520.00
6	104	189800	COMPUTER APPLE POWERBOOK Z0DT	4H6502K5WGP	01/08/2007	05/30/2013	$ 1,520.00
6	104	189802	COMPUTER APPLE POWERBOOK Z0DT	4H6502K3WGP	01/08/2007	05/30/2013	$ 1,520.00
6	104	189804	COMPUTER APPLE POWERBOOK Z0DT	4H6502JUWGP	01/08/2007	05/30/2013	$ 1,520.00
6	104	189805	COMPUTER APPLE POWERBOOK Z0DT	4H6502K2WGP	01/08/2007	05/30/2013	$ 1,520.00
6	104	203697	COMPUTER APPLE MACBOOK A1181	W8824KHZ0P0	06/26/2008	05/30/2013	$ -
6	104	211738	COMPUTER APPLE IMAC A1224	H09236MD6MJ	06/08/2009	05/30/2013	$ -
6	104	217105	COMPUTER APPLE MACBOOK A1342	450250CSFYN	06/22/2010	05/30/2013	$ -
6	105	209673	CART BRETFORD LAPTOP MOBILE 32		06/05/2009	05/30/2013	$ 1,338.51
6	105	210216	COMPUTER APPLE MACBOOK A1181	W89225E39GU	06/01/2009	05/30/2013	$ -
6	105	210239	COMPUTER APPLE MACBOOK A1181	W89225EH9GU	06/01/2009	05/30/2013	$ -
6	105	210240	COMPUTER APPLE MACBOOK A1181	W89225EL9GU	06/01/2009	05/30/2013	$ -
6	105	210241	COMPUTER APPLE MACBOOK A1181	W89225EM9GU	06/01/2009	05/30/2013	$ -
6	105	210242	COMPUTER APPLE MACBOOK A1181	W89225EF9GU	06/01/2009	05/30/2013	$ -
6	105	210243	COMPUTER APPLE MACBOOK A1181	W89225EW9GU	06/01/2009	05/30/2013	$ -
6	105	210244	COMPUTER APPLE MACBOOK A1181	W89225ED9GU	06/01/2009	05/30/2013	$ -
6	105	210245	COMPUTER APPLE MACBOOK A1181	W89225EX9GU	06/01/2009	05/30/2013	$ -

6	105	210246	COMPUTER APPLE MACBOOK A1181	W892253G9GU	06/01/2009	05/30/2013	$ -
6	105	210247	COMPUTER APPLE MACBOOK A1181	W89225E69GU	06/01/2009	05/30/2013	$ -
6	105	210248	COMPUTER APPLE MACBOOK A1181	W89225ES9GU	06/01/2009	05/30/2013	$ -
6	105	210249	COMPUTER APPLE MACBOOK A1181	W892257P9GU	06/01/2009	05/30/2013	$ -
6	105	210250	COMPUTER APPLE MACBOOK A1181	W89225CF9GU	06/01/2009	05/30/2013	$ -
6	105	210252	COMPUTER APPLE MACBOOK A1181	W89225DH9GU	06/01/2009	05/30/2013	$ -
6	105	210253	COMPUTER APPLE MACBOOK A1181	W89225EG9GU	06/01/2009	05/30/2013	$ -
6	105	210254	COMPUTER APPLE MACBOOK A1181	W89223WM9GU	06/01/2009	05/30/2013	$ -
6	105	210255	COMPUTER APPLE MACBOOK A1181	W89223VH9GU	06/01/2009	05/30/2013	$ -
6	105	212156	COMPUTER APPLE MACBOOK A1181	W8924LN39GU	06/08/2009	05/30/2013	$ -
6	105	212157	COMPUTER APPLE MACBOOK A1181	W8924LPN9GU	06/08/2009	05/30/2013	$ -
6	105	212158	COMPUTER APPLE MACBOOK A1181	W8924LQ09GU	06/08/2009	05/30/2013	$ -
6	105	212159	COMPUTER APPLE MACBOOK A1181	W8924LQ79GU	06/08/2009	05/30/2013	$ -
6	105	215461	COMPUTER APPLE IMAC A1224	YM0150PEDMV	05/11/2010	05/30/2013	$ -
6	105	217145	COMPUTER APPLE MACBOOK A1342	4502504TFYN	06/22/2010	05/30/2013	$ -
6	106	187895	COMPUTER APPLE IBOOK Z0C1	4H63401YSE4	08/25/2006	05/30/2013	$ 1,072.00
6	106	194614	CART BRETFORD LAPTOP MOBILE 20		08/27/2007	05/30/2013	$ 1,189.95
6	106	206373	COMPUTER APPLE MACBOOK A1181	W88440CV0P1	11/17/2008	05/30/2013	$ 1,332.00
6	106	206374	COMPUTER APPLE MACBOOK A1181	W88440BP0P1	11/17/2008	05/30/2013	$ 1,332.00
6	106	206375	COMPUTER APPLE MACBOOK A1181	W88440B80P1	11/17/2008	05/30/2013	$ 1,082.00
6	106	206376	COMPUTER APPLE MACBOOK A1181	W88440930P1	11/17/2008	05/30/2013	$ 1,082.00
6	106	206377	COMPUTER APPLE MACBOOK A1181	W884408T0P1	11/17/2008	05/30/2013	$ 1,082.00
6	106	206378	COMPUTER APPLE MACBOOK A1181	W88440980P1	11/17/2008	05/30/2013	$ 1,082.00
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6	106	206381	COMPUTER APPLE MACBOOK A1181	W884404W0P1	11/17/2008	05/30/2013	$ 1,082.00
6	106	211746	COMPUTER APPLE IMAC A1224	H092407J6MJ	06/08/2009	05/30/2013	$ -
6	106	216274	COMPUTER APPLE MACBOOK A1342	450234Z1FYN	06/08/2010	05/30/2013	$ -
6	106	216279	COMPUTER APPLE MACBOOK A1342	450234YTFYN	06/08/2010	05/30/2013	$ -
6	106	216280	COMPUTER APPLE MACBOOK A1342	450234ZPFYN	06/08/2010	05/30/2013	$ -
6	106	216281	COMPUTER APPLE MACBOOK A1342	450234XVFYN	06/08/2010	05/30/2013	$ -
6	106	216282	COMPUTER APPLE MACBOOK A1342	450234MAFYN	06/08/2010	05/30/2013	$ -
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6	106	216290	COMPUTER APPLE MACBOOK A1342	450234Z7FYN	06/08/2010	05/30/2013	$ -
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6	106	217147	COMPUTER APPLE MACBOOK A1342	450250K3FYN	06/22/2010	05/30/2013	$ -
6	107	215453	COMPUTER APPLE IMAC A1224	YM0150P6DMV	05/11/2010	05/30/2013	$ -
6	107	220312	COMPUTER APPLE MACBOOK A1342	450364T4FYN	01/10/2011	05/30/2013	$ -
6	107	224750	COMPUTER APPLE MACBOOK A1342	451265ZEF5X	06/16/2011	05/30/2013	$ -
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6	107	224753	COMPUTER APPLE MACBOOK A1342	4512664ZF5X	06/16/2011	05/30/2013	$ -
6	107	224754	COMPUTER APPLE MACBOOK A1342	4512664WF5X	06/16/2011	05/30/2013	$ -
6	107	224755	COMPUTER APPLE MACBOOK A1342	451265Z6F5X	06/16/2011	05/30/2013	$ -
6	107	224756	COMPUTER APPLE MACBOOK A1342	451265J8F5X	06/16/2011	05/30/2013	$ -
6	107	224757	COMPUTER APPLE MACBOOK A1342	4512664SF5X	06/16/2011	05/30/2013	$ -
6	107	224758	COMPUTER APPLE MACBOOK A1342	451265JHF5X	06/16/2011	05/30/2013	$ -
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6	108	210223	COMPUTER APPLE MACBOOK A1181	W89225D19GU	06/01/2009	05/30/2013	$ -
6	108	215467	COMPUTER APPLE IMAC A1224	YM0150L6DMV	05/11/2010	05/30/2013	$ -
6	108	238084	COMPUTER APPLE MACBOOK A1278	C1MHX98GDTY3	07/01/2012	05/30/2013	$ 1,057.46
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6	108	238100	COMPUTER APPLE MACBOOK A1278	C1MHX9BNDTY3	07/01/2012	05/30/2013	$ 1,057.46
6	108	240596	COMPUTER APPLE MACBOOK A1278	C02JL09XDTY3	10/29/2012	05/30/2013	$ 1,101.02
6	109	215459	COMPUTER APPLE IMAC A1224	YM0150LCDMV	05/11/2010	05/30/2013	$ -
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6	109	224765	COMPUTER APPLE MACBOOK A1342	451265KPF5X	06/16/2011	05/30/2013	$ -
6	109	224766	COMPUTER APPLE MACBOOK A1342	451265W8F5X	06/16/2011	05/30/2013	$ -
6	109	224767	COMPUTER APPLE MACBOOK A1342	451265PWF5X	06/16/2011	05/30/2013	$ -
6	109	224768	COMPUTER APPLE MACBOOK A1342	451265DRF5X	06/16/2011	05/30/2013	$ -
6	109	224769	COMPUTER APPLE MACBOOK A1342	451265DYF5X	06/16/2011	05/30/2013	$ -
6	109	224771	COMPUTER APPLE MACBOOK A1342	451265QVF5X	06/16/2011	05/30/2013	$ -
6	110	163277	CART BRETFORD LAPTOP MOBILE		06/24/2003	05/30/2013	$ 1,199.00
6	110	211737	COMPUTER APPLE IMAC A1224	H092407V6MJ	06/08/2009	05/30/2013	$ -
6	110	216278	COMPUTER APPLE MACBOOK A1342	450234YYFYN	06/08/2010	05/30/2013	$ -
6	110	238081	COMPUTER APPLE MACBOOK A1278	C1MHX9D1DTY3	07/01/2012	05/30/2013	$ 1,057.46
6	110	238082	COMPUTER APPLE MACBOOK A1278	C1MHX9B9DTY3	07/01/2012	05/30/2013	$ 1,057.46
6	110	238083	COMPUTER APPLE MACBOOK A1278	C1MHX94UDTY3	07/01/2012	05/30/2013	$ 1,057.46
6	110	238085	COMPUTER APPLE MACBOOK A1278	C1MHX98CDTY3	07/01/2012	05/30/2013	$ 1,057.46
6	110	238088	COMPUTER APPLE MACBOOK A1278	C1MHX9ASDTY3	07/01/2012	05/30/2013	$ 1,057.46
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6	110	238094	COMPUTER APPLE MACBOOK A1278	C1MHX8ZPDTY3	07/01/2012	05/30/2013	$ 1,057.46
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6	110	240595	COMPUTER APPLE MACBOOK A1278	C02JL617DTY3	10/29/2012	05/30/2013	$ 1,101.02
99	159	104446	THERAPY SWING C STAND THERAPY		05/16/2001	05/30/2013	$ 1,799.00
99	159	202945	COMPUTER APPLE MACBOOK A1181	W8824YAP0P1	06/26/2008	05/30/2013	$ 1,133.24
99	159	206693	COMPUTER APPLE MACBOOK A1278	W8850G241AQ	01/14/2009	05/30/2013	$ 1,196.61
99	224	169473	TALK & LISTEN KIT C200 W/ CASE		04/02/2004	05/30/2013	$ 1,336.89
99	224	199774	COMPUTER APPLE MACBOOK A1181	W874239PZ5V	01/16/2008	05/30/2013	$ 1,040.16
99	224	199775	COMPUTER APPLE MACBOOK A1181	W871912HYA2	01/16/2008	05/30/2013	$ 1,040.16
99	224	199776	COMPUTER APPLE MACBOOK A1181	W87395VTZ5V	01/16/2008	05/30/2013	$ 1,040.16
99	224	211730	COMPUTER APPLE IMAC A1224	H09236HW6MJ	06/08/2009	05/30/2013	$ -
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99	307	183180	COMPUTER APPLE IBOOK M9846LLA	4H5396FQSE7	10/21/2005	05/30/2013	$ -
99	307	187594	COMPUTER APPLE IBOOK	4H62606SSE7	07/17/2006	10/29/2013	$ -
99	307	187615	COMPUTER APPLE IBOOK	4H6260AGSE7	07/17/2006	10/29/2013	$ -
99	307	187901	COMPUTER APPLE IBOOK Z0C1	4H63400BSE4	08/25/2006	06/17/2013	$ 1,072.00
99	307	211743	COMPUTER APPLE IMAC A1224	H09236M76MJ	06/08/2009	05/30/2013	$ -
99	307	217673	COMPUTER APPLE IMAC Z0JT	YM0210P6DMV	06/22/2010	05/30/2013	$ -
							$ 535,721.87

ROWLETT ELEMENTARY

V. FACILITIES

A. Compliance with Building Requirements

1. Conversion Charters.

a. Ownership: The real property as described in Appendix B, including all buildings, structures, and improvements located on the campus of the School are and shall continue to be owned by the Sponsor. The School shall have the right to possess such property for the operation of its Charter School during the term of this Charter. Pursuant to Section 1002.33(18)(e), Florida Statutes, the Sponsor agrees that it shall not charge a rental or leasing fee for use of the existing facility. The Sponsor further agrees that it shall not charge a fee for property inventoried to the School at the time of conversion and that all such property shall remain in possession of the School.

b. Maintenance: The Sponsor and the School agree to reasonable maintenance provisions for maintenance of the buildings, both external and internal, including portables and other permanent improvement including, roofs, walkways, water and sewer pipes, heating, ventilation and air conditioning equipment as indicated in Appendix C.

The Public Education Capital Outlay maintenance funds or any other maintenance funds generated by the facility operated as a conversion school shall remain with conversion school as set forth in Section 1002.33 (20). Pursuant to Section 1013.62, a charter school is not eligible for capital outlay funds if it was created by the conversion of a public school and operates in facilities provided by the school's Sponsor for nominal fee, or at no charge. The Sponsor and the School shall maintain the facilities, buildings, and grounds in the same manner as the other public schools in the district. The determination of the need for such maintenance and repair will be made in consultation with the School, in accordance with the Sponsor's established policies and procedures.

c. School's Responsibilities: The School shall be responsible for all reasonable maintenance of the property including cleaning the building and maintaining the grounds. The scope includes but is not limited to: carpet cleaning, stripping and waxing tile floors; mowing, edging, trimming, playground maintenance, stocking of light bulbs, toilet paper, other janitorial supplies, trash removal and sanitation requirements per SREF.

d. Construction by Sponsor: The Sponsor may construct or otherwise provide additional facilities at the School site, as determined by Sponsor utilizing the same needs analysis used for regular public schools. Such facilities shall be funded first by any available capital outlay dollars that accrue to the school pursuant to Section 1002.33(20)(a), Florida Statutes. The School cannot place a lien on any of the property.

e. Capital Improvement Projects: Capital Improvement projects funded by the School must be approved by the Sponsor. If the Sponsor performs or contracts for the performance of the requested project, it shall invoice the School for all such work at its actual costs which include all materials,

overhead, salary and benefits. Capital Projects for the School initiated by the Sponsor shall be managed via the District Capital Projects process which includes prioritization and authorization of expenditures.

f. Portables: The Sponsor and the School shall maintain or repair the four existing portables used for classroom instruction up to $5,000 each annually and shall maintain or repair up to $5,000 each annually, the two storage portables as set forth in Appendix C. Any replacement of the instructional portables onsite will require agreement of the Sponsor and the School as set forth in Appendix C. If both parties agree that a replacement is needed for an instructional portable, the Sponsor will remove the existing portable at the Sponsor's expense. The Sponsor will replace the portable from its existing portable inventory and deliver it to the School. The School will pay for all of the expenses related to the set up of the portable. If the School has need for additional portables, then it shall make a request to Sponsor. The School shall bear all costs associated with installing additional portable classrooms. Request for portables will be processed in accordance with the same procedure as Sponsor's own schools. The Sponsor retains ownership of all portables. The School shall occupy portables in a safe manner and in accordance with law. The existing portables on the property at the time of the charter conversion shall remain on the property for the sole use of the School. For any portable identified for demolition, the Sponsor will pay the cost of removal.

g. Inspections: The School agrees to inspections by the Sponsor or its designee.

h. Liability (Insurance): The School shall provide evidence of Liability Insurance as outlines in Section VIII of the Contract.

i. The School may lease the facilities except for the kitchen to third parties for before or after hours use; provided that the School utilizes leasing protocols adopted by the Sponsor. The School will be required to have their lessees provide Certificates of Insurance which name the Sponsor as an insured party and complies with the Sponsor's insurance requirements. The Certificates of Insurance must meet the minimum requirements set forth in Appendix D.

j. The School may sponsor events for its students at the facilities. The School shall require all outside vendors in such events to provide Certificates of Insurance which names the Sponsor as an insured party and complies with the Sponsor's insurance requirements. The Certificates of Insurance must meet the minimum requirements set forth on Appendix D.

k. The School at times may request maintenance or repair services. The School will email the Sponsor for the appropriate services and repairs needed. The work order, once received, will be prioritized in the work order system in the same manner as other schools in the district. The Sponsor will review the request and advise the School as to a potential timeline for addressing the service.

2. The Sponsor and the School agree to maintain the facilities provided by the Sponsor in compliance with the State Requirements for Educational Facilities (SREF) and the Florida Building Code adopted pursuant to Section 1013.37, Florida Statutes. All inspections (Health, Fire and Certificates of Occupancy) shall be included in the annual report for each year. Written evidence of inspections and certificates of occupancy for a public school building shall be delivered to the Sponsor immediately preceding the opening of school in August 2014 and each year thereafter.

3. Neither the local governing authority nor the Sponsor shall adopt or impose local building requirements or restrictions that are more stringent than those found in the Florida Building Code. The

agency having jurisdiction for inspection of the facility and issuance of a certificate of occupancy shall be the local municipality or, in an unincorporated area, the county governing authority in Section 1002.33, Florida Statutes.

4.The Sponsor and the School shall maintain the facilities in compliance with the Florida Fire Prevention Code, pursuant to Section 633.025, Florida Statutes,

as adopted by the authority in whose jurisdiction the facility is located.

5.The School may not sell or dispose of any property owned by the Sponsor without the written permission of the Sponsor. The School agrees to establish a system of accounting for fixed assets in accordance with the Rules of the Auditor General 10.400, and must report any changes annually to the Sponsor by June 30th.

6. In the event the School is dissolved or terminated, all of property improvements, furnishings, and equipment as set forth on the inventory provided by the Sponsor or purchased with public funds, in part or in whole, or surplus property obtained from the Sponsor shall be delivered to the Sponsor and automatically revert to full ownership by the Sponsor. Donated property, furnishings, equipment, etc., remain the property of the School. The School shall prepare a separate inventory for donated items and submit annually to the Sponsor by June 30th.

7. After receiving the initial inventory from the Sponsor, the School shall maintain a cumulative listing of all property valued over $1,000 purchased with public funds as required by the CFO for the State of Florida rules for tangible personal property; i.e., FEFP, grant, and any other public-generated funds; and a cumulative listing of all property valued at more than $1,000 purchased with private funds will be submitted yearly along with the annual audited financial statements. These lists will include:

(1) date of purchase; (2) item purchased; (3) cost of item; (4) item location; (5) serial numbers if applicable; (6) condition (fair, good, excellent); and (7) source of funds.

8. The Sponsor shall annually provide to the Department of Education as part of its 5-year work plan the number of existing vacant classrooms in each school the district does not intend to use or does not project will be needed for educational purposes for the following school year. The School will not enroll students beyond its educational capacity as reported in the Florida Inventory of School Housing (FISH). The Sponsor is not obligated to provide additional relocatable space beyond that which is outlined in the District Facility Work Program.

9. The School agrees not to affix any religious symbols, statutes, artifacts, etc., on or about the property and facilities where the School will operate.

10. The School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor within fifteen (15) days after receipt by the School.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

State Board of Education

Tom Grady, *Chair*
Ben Gibson, *Vice Chair*
Members
Monesia Brown
Marva Johnson
Ryan Petty
Andy Tuck
Joe York

Richard Corcoran
Commissioner of Education

November 1, 2021

Chuck Fradley, Principal
William Monroe Rowlett Academy for Arts and Communications
3500 9th Street East
Bradenton, Florida 34208

Dear Principal Fradley:

This letter serves as notification that the Florida Department of Education has verified that the William Monroe Rowlett Academy for Arts and Communications (41-2171) meets the criteria for high-performing charter school status pursuant to section 1002.331, Florida Statutes.

If you have questions, please contact the Office of Independent Education and Parental Choice at 850-245-0502 or via email at charterschools@fldoe.org.

Thank you for your continued participation in our mission to improve the quality of educational options for Florida's students.

Sincerely,

Richard Corcoran

RC/ac

cc: Valerie Hyer, Manatee County Public Schools

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ARTICLES OF INCORPORATION
OF
WILLIAM MONROE ROWLETT ACADEMY FOR ARTS AND COMMUNICATION, INC.

THE UNDERSIGNED incorporators of these Articles of Incorporation hereby execute the following Articles of Incorporation for the purpose of forming a corporation not for profit, pursuant to Chapter 617, Florida Statutes.

ARTICLE 1
NAME

The name of the corporation shall be William Monroe Rowlett Academy for Arts and Communication, Inc.

ARTICLE 2
ADDRESS

The street and mailing address of the initial principal office of the corporation shall be 3500 9th Street East, Bradenton, Florida 34208.

ARTICLE 3
PURPOSE

The corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3), Internal Revenue Service Code, including the making of distributions to organizations that qualify as tax exempt organizations under such section, or corresponding sections of any future federal tax code, and is authorized to exercise such powers as are in furtherance of its exempt statutes and for purposes for which a corporation may be formed under the Florida Not For Profit Corporation Act. The corporation is further organized to acquire funds and other assets by gift, donation, and otherwise; to hold and invest the same; to provide funds and promote such activities for such charitable, scientific, and educational purposes as the Board of Directors may determine from time to time; and to do all other things necessary or desirable in connection with the foregoing purposes.

FILED
2013 AUG 07 PM 04:30
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLE 4
DIRECTORS

The By-Laws of the corporation shall state the manner in which the board of directors shall be elected.

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ARTICLE 5
POWERS

The corporation shall have and exercise all the powers of not for profit corporations under the laws of the State of Florida, which are convenient or necessary to effectuate the purposes of the corporation; provided, however, that:

1. No part of the assets or net earnings of the corporation shall be distributable to or inure to the benefit of, its members, if any, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;
2. No substantial part of the corporation's activities shall be the carrying on of propaganda or otherwise attempting to influence legislation;
3. The corporation shall not directly or indirectly participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office;
4. The corporation may not promote objectives or engage in activities which will characterize it as an action organization;
5. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3), Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2), Internal Revenue Code, or corresponding section of any future federal tax code;
6. The corporation will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by Section 4942, Internal Revenue Code, or the corresponding section of any future federal tax code;
7. The corporation will not engage in any act of self-dealing as defined in Section 4941(d), Internal Revenue Code, or the corresponding section of any future federal tax code;
8. The corporation will not retain any excess business holdings as defined section 4943(c), Internal Revenue Code, or the corresponding section of any future federal tax code;
9. The corporation will not make any investments in a manner as to subject it to tax under Section 4944, Internal Revenue Code, or the corresponding section of any future federal tax code;
10. The corporation will not make any taxable expenditure as defined in Section 4945(d), Internal Revenue Code, or the corresponding section of any future federal tax code.

SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLE 6
INITIAL REGISTERED AGENT

The corporation's initial registered agent is Brian Flynn whose address is 3500 9th Street East, Bradenton, Florida 34208.

ARTICLE 7
INCORPORATORS

The names and addresses of the undersigned incorporators are as follows:
Brian Flynn, 3500 9th Street East, Bradenton, Florida 34208;
Christine Sket, 5711 99th Avenue Circle East, Parrish Florida 34219;
Debra Childs Woithe, 4511 Dolphin Lane, Palmetto, Florida 34221;
Kimberly Penman, 3500 9th Street East, Bradenton, Florida 34208;
Monica Corbett, 3500 9th Street East, Bradenton, Florida 34208;
Samantha Robinson, 3911 Golf Park Loop, Unit 105, Bradenton, Florida 34203.

ARTICLE 8
INITIAL BOARD OF DIRECTORS

The names and addresses of the initial members of the board of directors are as follows:
Debra Childs Woithe, 4511 Dolphin Lane, Palmetto, Florida 34221;
Robert Sket, 5711 99th Avenue Circle East, Parrish Florida 34219;
Scott Brownell, 1051 Manatee Avenue West, Bradenton, FL 34205;

[signature page to follow]

SECRETARY OF STATE
DIVISION OF CORPORATIONS
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IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation this Thirty-First Day of July, 2013.

Brian Flynn

Christine Sket

Debra Childs Woithe

Kimberly Penman

Monica Corbett

Samantha Robinson

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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BY-LAWS OF
WILLIAM MONROE ROWLETT ACADEMY
FOR ARTS AND COMMUNICATION, INC.

ARTICLE I
INTRODUCTION

Section 1. Name. The name of the corporation shall be WILLIAM MONROE ROWLETT ACADEMY FOR ARTS AND COMMUNICATION, INC., a not-for-profit corporation organized under the laws of the State of Florida (the "Corporation").

Section 2. References to Articles. Any reference herein made to the Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Florida Secretary of State, together with any and all certificates theretofore filed by the corporation with the Florida Secretary of State pursuant to Florida law.

Section 3. Seniority of Laws, Articles, by-laws, Policies and Resolutions. The governing law relevant to the conduct of this corporation shall be the laws of the United States, laws of the State of Florida, the Articles of Incorporation of this corporation, the by-laws of this corporation, and the corporate policies and resolutions that are passed from time to time by the directors. If there is any inconsistency between these controlling bodies of law, then any inconsistency is to be resolved in favor of the senior body of law and the junior bodies of law are deemed automatically amended. The officers and directors of the corporation shall make every effort to generally amend the junior bodies of law whenever necessary so that inconsistencies will be corrected. However, whether or not these inconsistencies are corrected, the senior body of law will still prevail until such correction is made. The priority of the governing bodies of law are as follows:

- laws of the United States
- laws of the State of Florida
- Articles of incorporation of this corporation
- by-laws of this corporation
- policies of this corporation
- resolutions passed by this corporation.

Section 4. Policies. In addition to the Articles, by-laws and resolutions, the directors may adopt, from time to time, certain "policies." These policies shall be considered as controlling regulations for the conduct of the corporation and shall be permanent until amended. It is contemplated that the by-laws of this corporation shall contain those permanent legal provisions which are required by statute or some legal and parliamentary custom, are not subject to frequent change.

Section 5. Superseding Prior By-laws. These amended and restated by-laws supersede and hereby replace any prior adopted by-laws by the Corporation.

Section 6. Non-Discrimination Policy. The school prohibits any employee who has authority to take certain personnel actions from discriminating for or against employees or applicants for employment on the bases of race, color, national origin, religion, sex, age or disability. It also provides that certain personnel actions cannot be based on attributes or conduct that do not adversely affect employee performance, such as marital status and political affiliation. This includes the prohibition of discrimination based on conduct to include discrimination based on sexual orientation.

ARTICLE II
PRINCIPAL OFFICE

The initial principal office of this Corporation shall be located at 3500 9th Street East, Bradenton, Florida 34208. The Corporation may relocate the principal office and have other offices as determined by the Board of Directors.

The Corporation shall have and continuously maintain in the State of Florida, a registered office and a registered agent. The Board of Directors may change the address of the registered office from time to time.

ARTICLE III
PURPOSE OF THE CORPORATION

Section 1. Purpose. The purpose of this Corporation is set forth in the Articles of Incorporation.

Section 2. Exempt Purpose. The Corporation has not been formed for pecuniary profit or financial gain, and no part of the assets, income, or profit of the Corporation is distributable to, or inures to the benefit of its directors or officers except to the extent permitted by the Florida Not For Profit Corporation Act. Notwithstanding any other provision of these bylaws, the Corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") (or the corresponding provision of any future federal tax law); or (b)by a corporation, contributions to which are deductible under § 170(c)(2) of the Code (or the corresponding provision of any future federal tax law). Therefore, the Corporation is subject to the following restrictions and provisions:

(i) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any Director, Officer, or member of the Corporation, or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation, and reasonable expenses may be paid thereto, affecting one or more of the Corporation's purposes), and no Director or Officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the Corporate assets. No part of the activities of the Corporation shall include the carrying on of propaganda, or otherwise attempting to influence

legislation, and the Corporation shall neither participate nor intervene (including the publication or distribution of statements) in any political campaign on behalf of any candidate for public office, at any time.

Notwithstanding any other provision of these Bylaws, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under § 501(c)(3) of the Code and regulations promulgated pursuant thereto as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under § 170(c)(2) of the Code and the regulations as they now exist or as they may hereafter be amended.

ARTICLE IV
MEMBERS

The corporation shall have no members. All corporate powers shall be exercised by or under the authority of, and the affairs of the corporation shall be managed under the direction of, the corporation's board of directors.

ARTICLE V
BOARD OF DIRECTORS

Section 1. Management. The general management and oversight of the affairs of the Corporation shall be the responsibility of the Board of Directors. The Board of Directors may make appropriate delegations of authority to the officers of the Corporation and may authorize committees and task forces to act on its behalf under a specific written delegation of authority.

Section 2. Number of Directors. The Board of Directors shall consist of not less than five directors of the Corporation.

Section 3. Election and Term of Office. Directors shall be elected annually at the annual meeting and at such other time(s) as necessary under these Bylaws to fill vacancies in such position. Such terms of office shall run to coincide with the Corporation's fiscal year of July 1 to June 30. The term for each director of this Corporation shall be three (3) years with the option of serving -three (3) additional three (3) year terms. Directors must be nominated by the Governance Committee of the Corporation in order to qualify for election. The Board of Directors may, from time to time, adopt procedures to modify the terms of directors to be elected to the Board in order to ensure, as closely as possible, that one third of the members of the Board of Directors is elected each year at the Annual Meeting. Each Director shall hold office following the expiration of his or her term until his or her successor has been qualified and elected. The Incorporators of the Corporation shall select the initial Board of Directors. The terms of the initial Directors shall be staggered so that approximately one third (1/3) of the initial Directors' terms shall end on June 30, 2016. and approximately one third (1/3) of the initial Directors' terms shall end on June 30, 2017.

A non-voting teacher member will be selected each year and is the only

Director position which can be a salaried employee of the Corporation.

The Board of Directors shall appoint a Governance Committee as more fully described hereinafter. At the annual Board of Directors each year, the Governance Committee shall recommend Directors to the Board for approval. The Board shall approve and elect the candidates recommended by the Governance Committee, or other candidates as it deems appropriate, by the majority vote of the Board at the meeting at which a quorum is in attendance. The Board may fill vacancies in the Board during the year by majority vote.

The Board may create Board Emeritus positions upon majority vote. The Board Emeritus positions shall be an ex-officio (non-voting) member of the Board of Directors and shall not be subject to the term limits set forth above.

Section 4. Qualifications. The Governance Committee, on behalf of the Board of Directors shall recommend directors that have the credibility and respect of the community, reflect the diversity of the community, and be qualified in terms of training, education, and experience.

Section 5. Resignation, Removal. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors. Any Director may be removed with cause at any time by affirmative vote of at least two-thirds (2/3) of the members of the Board of Directors present at any regular or special meeting duly called and noticed for that purpose at which a quorum is present. Any Director proposed to be removed shall be entitled to at least seven-days' (7-days') written notice by mail or hand delivery of the meeting at which the removal is to be voted upon and shall be entitled to appear before and be heard at that meeting.

Section 6. Additional Powers and Duties of Directors. In addition to those powers and duties set forth throughout these Bylaws, the Board of Directors shall have the authority and duty to:

(a) hold meetings at times and places as may be deemed proper and necessary;

(b) appoint committees and task forces as may be deemed necessary;

(c) oversee the disbursement of the funds of the Corporation;

(d) carry on correspondence and communicate with other associations, foundations, and charitable entities with the same interest;

(e) employ agents;

(f) devise and carry into execution such other measures as it deems proper and expedient to promote the objects of the Corporation;

(g) terminate the contract of any firm, individual, or other entity employed by the Corporation to perform any and all nature of services to the Corporation;

(h) select the Principal and replace the Principal when appropriate, in its sole discretion; and

(i) exercise any and all rights, responsibilities, or duties consistent with the laws of the State of Florida and with the purposes of the Corporation as set forth in the Articles of Incorporation.

Section 7. Vacancies. Any vacancy in the board of directors or in the officers of the corporation caused by the death, resignation, removal or other disqualification of a director or an officer may be filled by a majority vote of the remaining directors, even though not constituting a quorum, by the election of some other person who shall hold such office of director or officer by like tenure for the unexpired term. Should any member of the board of directors be absent from three consecutive meetings of the board without notifying the Chairperson or Secretary of his or her reason for doing so, and if his or her excuse should not be accepted by members of the board, his or her seat on the board may be declared vacant and the board may vote to select a substitute director to serve until the remainder of his or her term.

If for any reason, the number of directors serving on the board falls below the number of three, then the remaining number then serving may consider any person or persons to fill the vacancy, and elect a replacement director. After a replacement director is elected, the replacement director shall then have an opportunity to vote in any election to appoint, approve, and elect additional board members until the board of directors' membership is filled.

ARTICLE VI
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings. The Board of Directors shall hold its annual meeting on a day in the month of July in each year. The date, time, and place of the meeting shall be determined by the Chair. Special meetings of the Board may be called by request of the Chair or by a majority of the Board of Directors. **Regular meetings of the Board of Directors shall be held at least quarterly, and at such times and places as the Board of Directors may determine.**

Section 2. Quorum; Voting. At any meeting of the Directors, a majority of the then-elected Board of Directors shall constitute a quorum. Unless otherwise stated herein, if a quorum shall exist, the vote of a majority of the Directors present shall constitute the vote of the entire Board of Directors. The ex-officio board member(s) shall not count toward meeting the requirement for a quorum.

Section 3. Voting of Directors. Each member of the Board of Directors shall be

entitled to one (1) vote only at any meeting thereof on any issue or matter of business before such meeting. A member of the Board of Directors attending the meeting by telephonic or video-conference connection, or some other means of communication by which all Directors participating may simultaneously hear each other during the meeting, may also vote as permitted by Florida law. Proxy voting is prohibited.

Section 4. Conflicts of Interest. No Director shall cast a vote, nor take part in the final deliberation in any matter in which he or she, members of his or her immediate family, or any organization to which such Director has allegiance, has a personal interest that may be seen as competing with the interest of the Corporation. Any Director who believes he or she may have such a conflict of interest shall so notify the Board prior to deliberation on the matter in question, and the Board shall make the final determination as to whether any Director has a conflict of interest in any matter. The minutes of the Board meeting shall reflect disclosure of any conflict of interest and the recusal of the affected Director. Each year Directors shall complete a disclosure questionnaire and sign a conflict of interest certification.

Section 5. Compensation of Directors. Directors shall receive no compensation for their services as Board members; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity (the Board of Directors shall have the power to appoint and/or employ on such terms and conditions as the Board of Directors may approve, and fix compensation and duties related to such other capacity) and receiving compensation therefor.

Section 6. Attendance. Attendance at meetings of the Board of Directors is vitally important for the success of the Corporation. While understanding that emergencies and job responsibilities may interfere with attendance, each Director should evaluate his or her commitment to the responsibilities as a member of the Board of Director. The Board of Directors may vote to replace a Director who misses two meetings.

Section 7. Notice Consents. If a public meeting or workshop of the Board is to be conducted by means of communications media technology, or if attendance may be provided by such means, the notice for that meeting shall so state. The notice for public meetings and workshops utilizing communications media technology shall state how persons interested in attending may do so, including the ability for public comment, and shall name locations, if any, where communications media technology facilities will be available. Nothing in this paragraph shall be construed to diminish the right to inspect public records under chapter 119.

Section 8. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors or of any committee, at which action is taken on any corporate matter, will be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting, or unless he filed his written dissent of such action with the person acting as secretary of the meeting before the adjournment of the meeting, or forwards his dissent by registered mail to the secretary of the

corporation immediately after the adjournment of the meeting. The right to dissent will not be available to a director who voted in favor of the action.

Section 9. Tenure. The directors shall hold office from the time of their election until the next election of directors, as provided by these by-laws, or until their successors are duly elected and qualified. Any member of the board of directors who absents himself from three consecutive meetings of the board may have his office declared vacant by a majority of the directors present at any subsequent meeting.

Section 10. Action by Resolution. The board of directors shall, except as otherwise herein provided by law, have power to act in the following manner: A resolution in writing, signed by all the members of the board of directors shall be deemed to be action by such board to the effect therein expressed, with the same force and effect as if the same had been duly passed by the same vote at a duly convened meeting, and it shall be the duty of the secretary of the corporation to record such resolution in the minute book of the corporation under its proper date.

Section 11. Informalities and Irregularities. All informalities or irregularities in any call or notice of a meeting, or in the areas of credentials, quorums, voting and similar matters, will be deemed waived if no objection is made at the meeting.

Section 12. Arbitration of Deadlocks within Board of Directors. If the Board of Directors of this corporation ever is composed of an even number of directors and these directors are deadlocked as to a major issue affecting the corporation, which deadlock prevents a necessary decision of the corporation, then, in that event, the directors shall agree on an arbiter, who will arbitrate the issue; or, if they cannot agree on a disinterested, objective, qualified arbiter, then the existing attorney and CPA for the corporation shall select a disinterested arbiter, and the corporate attorney, who is familiar with the legal problems, and the corporate CPA, who is familiar with the financial problems of the company, and the disinterested third person, whom these two professionals believe is objective and qualified to decide the issue involved, shall arbitrate the issue at a meeting of the Board of Directors held for that purpose, and the directors agree to be bound by their decision with regard to the deadlock.

Prior to the decision by the arbitrator or board of arbitrators, all directors shall have the opportunity to present facts and arguments with regard to the issue before a decision is rendered by the arbitrators. This provision recognizes that in all human endeavors there will be times when honest and reasonable men cannot agree. It further recognizes that the directors and other persons who have chartered and formed this company are interested in continuity and interested in having the corporate purposes placed above what may be an honest difference of opinion. Therefore, this by-law has been enacted to allow the corporation to move past impasses caused by such deadlocks.

ARTICLE VII
OFFICERS

Section 1. Number. The officers of the Corporation shall be the Chair, Vice Chair, Secretary, and Treasurer, and such other officers with such powers and duties not inconsistent with these Bylaws as may be appointed and determined by the Board of Directors from time to time.

Section 2. Election and Term of Office. Officers shall serve for one-year (1-year) terms and may be elected to serve multiple terms.

Section 3. Installation; Commencement of Duties. The officers newly elected at the annual meeting of the Board of Directors shall take office upon election.

Section 4. Removal, Vacancy of Officers. Any officer may be removed with or without cause by the affirmative vote of at least two-thirds (2/3) of the Directors present at any regular or special meeting of the Board for such purpose at which a quorum is present. Should the office of the Chair become vacant by reason of death, removal, or resignation during the term of office, the Vice Chair shall succeed to the office for the unexpired term. Vacancies in all other elected offices shall be filled for the unexpired term by the Board of Directors.

Section 5. Duties of Officers.

(a) Chair. The Chair shall be the Corporation's leader and shall preside over all meetings of the Board of Directors. The Chair shall serve as Board Chair and the Chair shall perform such other functions and exercise such authority as may be provided in the Articles of Incorporation and/or from time to time by the laws of the State of Florida and/or as may be directed from time to time by the Board of Directors. The Chair shall be the executive agent of the Board of Directors, and, as such, shall have delegated authority and responsibility for the active direction and oversight of the affairs of the Corporation. He or she shall call all regular and special meetings when deemed necessary. He or she shall have the power to sign or countersign all contracts and any other obligations on behalf of the Corporation approved by the Board of Directors. He or she shall be authorized to sign checks on the Corporation's bank account for the disbursement of funds; provided, however, that for any check for an amount in excess of Five Thousand Dollars ($5,000.00), such checks shall be included as part of any budget approved by the Board of Directors or otherwise approved by the Board of Directors. All checks must be co-signed by another officer of the corporation.

(b) Vice Chair. The Vice Chair shall perform the functions of the Chair in the Chair's absence, and shall otherwise assist the Chair. The Vice Chair shall serve as Vice Chair of the Board while serving as Vice Chair. In addition, he or she shall have and perform such other duties as may be delegated to him or her by the Chair or the Board of Directors. The Vice Chair shall be authorized to sign checks on

the Corporation's bank account for the disbursement of funds; provided, however, that for any check for an amount in excess of Five Thousand Dollars ($5,000.00), such checks shall require the approval of the Board of Directors. All checks must be co-signed by another officer of the Corporation.

(c) Secretary. The Secretary shall review the unofficial minutes for each meeting as taken by the meeting scribe and suggest edits, if needed, and then recommend approval by the Board of Directors at a subsequent meeting. The Secretary shall consult (as needed) with a school designee to file all written reports, promptly handle all necessary correspondence of the Corporation as directed by the Chair, and submit copies of the official communications for the Chair's file. Relevant documents shall be maintained in an electronic Board Materials folder and will be reviewed periodically by the Secretary for accuracy. He or she shall be authorized to sign checks on the Corporation's bank account for the disbursement of funds; provided, however, that all checks must be co-signed by another officer, and any check for an amount in excess of Five Thousand Dollars ($5,000.00) shall require the approval of the Board of Directors. In addition, the Secretary shall perform such other duties as may be delegated by the Chair or the Board of Directors.

(d) Treasurer. The Treasurer shall ensure the proper receipt and deposit of all funds in the name of the Corporation. The Treasurer shall be a member of, and preside over, the Finance Committee. The Treasurer shall be authorized to sign checks on the Corporation's bank account for the disbursement of funds; provided, however, that all checks must be co-signed by another officer, and any check for an amount in excess of Five Thousand Dollars ($5,000.00) shall require the approval of the Board of Directors. The Board may authorize other employees of the Corporation to sign checks on the Corporation's bank account for the disbursement of funds; provided, however, that all checks must be co-signed by another employee, and any check for an amount in excess of Five Thousand Dollars ($5,000.00) shall require the approval of the Board of Directors. Current financial records shall be kept at all times and reports of the financial status of the Corporation shall be submitted at all meetings of the Board of Directors, with copies to be provided for the Chair's file. Further, the Treasurer shall present a written annual statement of receipts and disbursements at each annual meeting of the Board of Directors and prepare returns and reports to the Internal Revenue Service and other governmental agencies, and pursuant to Chapter 1002.33, Florida Statutes, as such may be amended, as required. In addition, the Treasurer shall have and perform such other duties as may be delegated by the Chair or the Board of Directors

Section 6. Other Officers. The Board may appoint such other officers as the business of the Corporation may require (such as an additional Vice Chair, Assistant Secretary, and/or Assistant Treasurer), each of whom shall hold office for such period, have such authority and perform such duties as are provided for by an instrument of appointment as the Board of Directors may from time to time determine.

Section 7. Reports of Officers. All officers are to perform the duties prescribed in the Corporation's parliamentary authority source in addition to those outlined herein

and those assigned to them by the Chair or Board of Directors from time to time, and deliver to their successors all official materials not later than ten (10) days following the election and installation of their successors.

Section 8. Delegation of Duties. In the case of the absence of an Officer of the Corporation or for any other reason that the Board of Directors may deem sufficient, the Board may delegate for the time being the powers and duties of such officers to any other officer or officers or to any Board Member or Board Members or to any other individual or individuals.

Section 9. Compensation.

a. Expenses: By resolution of the Board of Directors, the Officers and Employees may be paid their properly documented, reasonable expenses incurred in connection with the performance of their duties as Officers, if any.

b. Salaries: The Officers of the Corporation shall not be entitled to any compensation for services rendered in their capacity as officers to the Corporation.

c. Nothing contained in this Section shall be construed to preclude any Director from serving this Corporation in any other capacity and receiving just and reasonable compensation compatible with the restrictions imposed upon charter schools, a non-profit, charitable, tax-exempt corporation, and unless there is also approval of the compensation by a majority of the board of directors in attendance at a duly held meeting, with the person seeking compensation abstaining from voting on the matter. We will comply with Florida Law regarding compensation to charter school board members.

Section 10. Trustees. The board of directors may, in its discretion, elect one or more trustees for the purpose of transferring to those trustees either money or property belonging to the corporation for the purpose of investing, safeguarding, or otherwise protecting those funds or property for a period of years designated in the trust documents. The purpose of this provision is to allow the corporation, in cases where officers rotate from year to year, to maintain long-range stability in investments and in the maintenance of property, that might not otherwise provided for where the officers fluctuate from year to year. Further, it is contemplated that the trustees shall be highly qualified specialists in investments, property management, or other fields akin to the purpose of the trust, in order to have high quality of performance over a long-range period. The trustees, once established, shall serve for the tenure of the trust and their replacement trustees may be either selected by the remaining trustees, or if there are none, designated by the board of directors.

ARTICLE VIII
COMMITTEES

Section 1. Standing Committees. There shall be three (3) standing committees:

(a) Governance, (b) Finance; and (c) Audit.

Section 2. Functions and Duties. Each committee shall perform, without limitation, the following functions:

(a) Governance Committee. The Governance Committee shall be appointed by the Board of Directors. and will consist of no more than one (1) Director. The Board shall appoint the chairperson of the Governance Committee. The Governance Committee shall be authorized to have other advisors (*e.g.*, legal counsel) at its meetings. A majority of members of the Governance Committee shall constitute a quorum of such Committee; provided, however, that the chairperson must be present to achieve a quorum. The Governance Committee shall handle such affairs of the Corporation as referred to it by the Board of Directors. The Governance Committee shall also: (i) nominate individuals to serve as Directors to fill vacancies occasioned by resignation, removal, or otherwise and report same to the Board; (ii) nominate individuals to serve as Directors to fill vacancies left by normally expiring terms and report same to the Board; and (iii) to nominate officers of the Corporation and report same to the Board. The Governance Committee shall report to the Board of Directors any relevant information as necessary or requested, and shall provide a written report to the Board of Directors at the annual meeting.

(b) Finance Committee. The Finance Committee shall be appointed by the Board of Directors and will consist of the Treasurer of the Corporation and no other Directors. The Treasurer shall serve as the chairperson of the Finance Committee. A majority of members of the Finance Committee shall constitute a quorum of such Committee; provided, however, that the Treasurer must be present to achieve a quorum. The Finance Committee shall be authorized to have other advisors (*e.g.*, accountants) at its meetings. The Finance Committee shall handle such affairs of the Corporation as referred to it by the Board of Directors and shall be responsible for the Corporation's financial planning, financial reporting, budgeting, financial oversight, and the creation and monitoring of internal financial controls and accountability policies. The Finance Committee shall also be responsible for determining and reviewing the compensation of the Principal and other employees. The Finance Committee shall report to the Board of Directors any relevant information as necessary or requested, and shall provide a written report to the Board of Directors at the annual meeting.

(c) Audit Committee. The Audit Committee shall be appointed by the Board of Directors and will consist of no more than one (1) Director. The Board shall appoint the chairperson of the Audit Committee. A majority of members of the Audit Committee shall constitute a quorum of such Committee; provided, however, that the chairperson must be present to achieve a quorum. The Audit Committee shall handle such affairs of the Corporation as referred to it by the Board of Directors and shall provide the Board with guidance and counsel on the procurement of professionals to provide auditing services as necessary. The Audit Committee shall report to the Board of Directors any relevant information as necessary or requested, and shall

provide a written report to the Board of Directors at the annual meeting.

Section 3. Other Committees. The Board of Directors, by resolution duly adopted by a majority of the Directors, may designate and appoint one (1) or more other committees and delegate to such committees specific and prescribed authority. The chairperson, and members of each committee, shall be appointed by the Board and shall consist of members of the Board of Directors. Committees shall have no more than one (1) Director as a member.

Section 4. Meetings of Committees. Meetings of committees may be called by the Board of Directors or the chairperson of the committee. Each committee shall meet as often as is necessary to perform its duties. Notice shall be given in accordance with these Bylaws. Each committee shall keep minutes of its proceedings and send a copy of such minutes to the Board of Directors for inclusion in the records of the Corporation.

Section 5. Resignations and Removals. A member of any committee may resign at any time by giving notice to the chairperson of the committee or the Chair or Secretary of the Corporation. Unless otherwise specified in the notice, such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective. The Board of Directors may remove at any time, with or without cause, any member of any committee who was originally appointed thereto by the Board as provided in these Bylaws.

Section 6. Term and Vacancies. All individuals appointed to committees shall serve on such committee for a one-year (1-year) term or until a successor is appointed and takes office. Committee members may serve successive terms, if so appointed. A vacancy on any committee shall be filled for the unexpired portion of the term of the former occupant of the committee by an appointment from the Board of Directors

ARTICLE IX
EXECUTIVE DIRECTOR

Section 1. The daily management of the affairs of the Corporation shall be the responsibility of the Principal and any additional administrative employees appointed by the Board of Directors. The Principal shall be appointed by the Board of Directors and shall serve at the pleasure of, and report to, the Board of Directors. The Principal and any additional administrative employees appointed by the Board of Directors shall be responsible for the administration and implementation of policies, procedures and programs as determined by the Board; shall serve as a resource and advisor on program planning to the Chair, the Board, and committees; shall maintain records and reports for the Corporation; and shall serve as the representative of the Corporation in the community. The Principal and any additional administrative employees appointed by the Board of Directors will supervise all paid employees and shall perform such duties as necessary to manage the office of the Corporation.

Section 2. The Principal, in consultation and collaboration with the Finance Committee, Board Designee, and the Chief Financial Officer, shall have the responsibility of formulating and distributing to the Board of Directors a proposed budget for the Corporation at the July annual meeting.

ARTICLE X
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. General. To the fullest extent permitted by law, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by, or in the right of the Corporation), by reason of the fact that such person is or was a Director or officer of the Corporation or is or was serving at the request of the Corporation as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, including any appeal thereof if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interest of the Corporation and, with respect to any criminal action or proceeding had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Actions by or in the Right of the Corporation. In any action, suit or proceeding, threatened, pending or completed, by or in the right of the Corporation, indemnification shall be made as provided in Section 1 of this Article X, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to be indemnified for such expenses which such court shall deem proper.

Section 3. How Affected. Indemnification pursuant to Section 1 or Section 2 of this Article X, unless pursuant to a determination by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification is proper in the circumstances because the indemnified person has met the applicable standard of conduct set forth in Section 1 or Section 2 hereof. Such

determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding referred to in Section 1 or Section 2 of this Article X, or in the defense of any claim, issue or matter therein, the Corporation shall be obligated upon proper application to indemnify such person in respect of expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 4. Prepayment of Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceedings may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon a preliminary determination following one of the procedures set forth in Section 3 of this Article X that such indemnified person meets the applicable standard of conduct referred to therein and after receipt of an undertaking satisfactory in form and substance to the Corporation that such person will promptly repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by the Corporation as authorized in this Article X.

Section 5. Non-Exclusivity. The indemnification provided by this Article X shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of disinterested Directors or otherwise, both as to action in any official capacity and as to action in any other capacity while holding office with the Corporation. The Board of Directors, may, at any time, approve indemnification of any other person that the Corporation has the power by law to indemnify, including, without limitation, the Principal and other employees and agents of the Corporation. The indemnification provided for in this Article X shall continue as to any person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of such person's heirs and personal representatives.

Section 6. Liability Insurance. Upon a majority vote of a quorum of the Board of Directors, the Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability in any such capacity, or arising out of his or her status as such, whether or not the Corporation shall have indemnified the person against such liability under the provisions of this Article X.

ARTICLE XI
CONDUCTING MEETINGS

Section 1. Robert's Rule of Order. All meetings of the Corporation shall be governed by the latest edition of "Robert's Rules of Order" unless otherwise agreed by a majority of board members present at a meeting.

Section 2. Florida's Sunshine Law. All meetings of the board of directors are subject to Florida's Sunshine Law, Section 286.011, Florida Statutes, and shall be held in compliance with these.

ARTICLE XII
FISCAL YEAR

The fiscal year of the Corporation shall commence on the 1st day of July, and terminate on the 30th day of June.

ARTICLE XIII
DISSOLUTION

Upon dissolution of the Corporation as required by Florida Statute 1002.33, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership of the district school board in which the school was operated, subject to complete satisfaction of any lawful liens or encumbrances. The board of directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all remaining assets of the Corporation in such manner, and to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, as the board of directors may determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court in Manatee County, Florida, exclusively for such purposes or to such organization or organizations, as the Court shall determine which are organized and operated exclusively for such purposes.

ARTICLE XIV
CONTRACTS, CHECKS, DEPOSITS, GIFTS

Section 1. Contracts. In addition to the powers specifically conferred in these Bylaws, the Board of Directors may authorize any officer or agent of the Corporation to enter into any contract or to execute and deliver any instrument or document on behalf of the Corporation, which authority may be general or specific.

Section 2. Deposits. All funds received by the Corporation shall be deposited to the credit of the Corporation in such federally insured financial institutions or invested in such ways as may be approved and authorized by the Board of Directors.

Section 3. Checks. All checks, drafts, or any authorization for the payment of any notes, sums of money, or other evidence of debt issued in the name of the Corporation shall be signed by such officers or agents as set forth in a resolution of the Board of Directors. In the absence of such a resolution by the Board of Directors, such instruments shall be signed by an officer of the Corporation.

Section 4. Gifts. The Board of Directors may accept on behalf of the

Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

Section 5. Loans. Should any of the board members be asked to lend money to the corporation in the form of either promissory notes or bonds, these loan shall be executed in writing in the usual form for promissory notes or bonds, and shall bear the maximum rate of interest which the law permits an individual to pay for money that the corporation may borrow. This provision applies to all tenders of money or assets that a member may transfer to the corporation with the intent that it be treated as a loan

ARTICLE XV
SURETY BONDS

Section 1. Persons Insured. Unless otherwise waived by specific affirmative act of the Board of Directors, no persons having access to any cash or negotiable assets of the Corporation shall be required to be bonded for fidelity loss and faithful performance of duty. If required, the amount of such bonds shall be fixed by the Board of Directors.

Section 2. Premiums. The premiums for all bonds required shall be paid by the Corporation.

ARTICLE XVI
RECORDS

The Corporation shall keep as permanent records minutes of all meetings and a record of all actions taken by the Board of Directors or a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain accurate accounting records. The Corporation or its agent shall maintain a record of all of its board of directors in a form that permits preparation of a list of the names and addresses of all members of the board in alphabetical order. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. The Corporation shall keep a copy of the following records:

a. its Articles or Restated Articles of Incorporation and all amendments to them currently in effect;
b. its Bylaws or Restated Bylaws and all amendments to them currently in effect;
c. resolutions adopted by its Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
d. the minutes of all meetings and records of all action taken by board members without a meeting for the past three years;
e. written communications to all board members within the past three years, including the financial statements furnished for the past three years;
f. a list of the names and business street addresses of its current Board of Directors and Officers

g. its most recent annual report delivered to the Florida Department of State.

The chairperson shall at all times maintain a file which shall contain originals or copies of all legal documents which do not readily fit in the corporate minute book and which have any effect upon the legal rights and duties of the corporation.

The Corporation shall maintain correct and proper books and records and shall keep minutes of all the meetings of the members and board of directors, at the principal office of the Corporation. All such records may be inspected by any director, or the agent or attorney of either, or any proper person, at any reasonable time.

ARTICLE XVII
CORPORATE SEAL

The seal of the Corporation shall be circular in form and bear the name of the Corporation, the year of its organization and the words "CORPORATION NOT-FOR-PROFIT, FLORIDA." The seal may be used by causing it to be impressed directly on the instrument or writing to be sealed, or upon adhesive substance affixed thereto. The seal on any corporate obligation for the payment of money may be facsimile, engraved or printed.

ARTICLE XVIII
EXECUTION

All corporate instruments and documents shall be signed or countersigned, executed, verified or acknowledged by such officer or officers or other person or persons as the Board may from time to time designate.

ARTICLE XIX
NOTICE

Notice of all meetings shall occur in compliance with Florida's Sunshine Law and is to be provided in writing to each member of the Board of Directors. The notice should contain the time and place of the meeting and, if available, an agenda (or if no agenda is available, subject matter. The Corporation shall comply with Chapter 119 and Chapter 286 Florida Statutes as applicable. Except in the case of emergency or special meetings, notice should be provided at least 7 days prior to the meeting. Emergency sessions should be afforded the most appropriate and effective notice under the circumstances. Notice shall be prominently published at the location of the meeting as well as through the official website of the school. All minutes of the meetings of the board of directors shall be available to the public in accordance with Section 119.07 Florida Statutes.

Whenever, under the provisions of any statute, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or officer, it shall not be

construed to require personal notice; rather, such notice may be given, unless otherwise required by these Bylaws, either personally, by email, or by depositing the same in a post office box in a postpaid envelope, the cost thereof being prepaid, in either case addressed to such Director or officer at his address as the same appears in the records of the Corporation.

Whenever by law, the Articles of Incorporation or these Bylaws notice is required or permitted to be given to any Director or officer, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any special meeting of the Board shall be specified in any written waiver of notice thereof.

ARTICLE XX
CONFLICT OF INTEREST

Section 1
Replacement of Prior Policies; Purpose

The following Conflict of Interest and Anti-Nepotism Policy of the Corporation is intended to supersede and replace all prior conflict of interest policies of the Corporation. The purpose of this Conflict of Interest Policy is to protect this tax-exempt Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Governing Board member of the Corporation or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations, including but not limited to Section 1002.33(26), Florida Statutes and the laws contained therein. It is also intended to serve as a guide for the Corporation's Governing Board with respect to conflicts of interest and voting pursuant to Florida laws pertaining to charter school governing boards.

Section 2
Definitions

2.1 Interested Person. An "Interested Person" is any person serving as a member of the Governing Board of this Corporation who, as of the date of discussion or action by the Board, either: (i) has a direct or indirect Financial Interest, as defined in Section 2.2 below;
(ii) intends, or understands it to be more probable than not, that he or she will acquire such a direct or indirect Financial Interest at any time during the pendency of the

proposed transaction or arrangement; (iii) has an Other Interest that qualifies as a Conflict of Interest, as defined in Section 2.6 or Article 6, below; and/or (iv) any person who is a "disqualified person" within the meaning of Treas. Reg. § 53.4958-3.

2.2 Financial Interest. A "Financial Interest" is an interest, whether through business, investment, or Relative, which can be described as one or more of the following:

2.2.1 An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement; or

2.2.2 A Compensation Arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

2.2.3 A potential ownership or investment interest in, or Compensation Arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

A Financial Interest need not be held as of the date of discussion or action by the Board; rather, it is sufficient, for purposes of this Policy, if, as of the date of discussion or action by the Board, the Interested Person intends, or understands it to be more probable than not, that he or she will acquire a Financial Interest at any time during the pendency of the proposed transaction or arrangement that is the subject of discussion or action by the Board. Financial Interest also includes direct and indirect remuneration, as well as gifts or favors that are substantial in nature.

2.3 Other Interest. An "Other Interest," for purposes of this Policy, is any circumstance in which an Interested Person may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the Corporation as a whole and the achievement of its tax exempt purposes. An example of such an "Other Interest" would include, without limitation of the foregoing, if an Interested Person is a parent or grandparent of a student impacted by a decision by the Board, and the Interested Person does not believe that he/she could vote or participate in a discussion by the Board giving precedence of the well-being of the Corporation as a whole over his/her personal interests or the interests of his/her child or grandchild. An "Other Interest" may also be an interest set forth in Article 6, below, that does not otherwise constitute a Financial Interest.

2.4 Relative. For purposes of this Policy, unless otherwise provided herein, "Relative" means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in- law, son-in-law, or daughter-in-law or as defined in Section 1002.33(24)(a)(2), Florida Statutes.

2.5 Compensation Arrangement. A "Compensation Arrangement" is any agreement or understanding, written or oral, pursuant to which a person may or shall receive either directly or indirectly, money or property from another person or organization, irrespective of whether such money or property is paid in consideration for the performance of services or the provision of other value.

2.6 Conflict of Interest. With respect to a matter for discussion or action by the Board, any circumstance under which an Interested Person, by virtue of a Financial Interest or Other Interest, may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the Corporation and the achievement of its tax exempt purposes.

Section 3
Disclosure of Financial or Other Interest and Determination of Conflict

3.1 Disclosure of Financial or Other Interest. If, at any time, an Interested Person becomes aware that the Board may or shall discuss or act upon any transaction or arrangement which may have any bearing of any kind upon, or may relate in any manner to, a Financial or Other Interest of the Interested Person, such Interested Person shall disclose such Financial or Other Interest to the Board as follows:

3.1.1 The Interested Person shall provide to the Board, in advance of such discussion or action by the Board, written (electronic or hard copy) disclosure of the existence, nature and extent of the Interested Person's Financial or Other Interest, or

3.1.2 The Interested Person shall verbally inform the Board of the existence, nature and extent of the Interested Person's Financial or Other Interest during the Board meeting in advance of such discussion or action by the Board.

Any and all written or verbal disclosures of Financial or Other Interests shall be made a formal part of the minutes of the Board. In the event that an Interested Person provides written disclosure of such Interested Person's Financial or Other Interest, no member of the Board may respond to such disclosure, either in writing or orally, except in a meeting that meets the requirements of Florida's Sunshine Law.

3.2 Recusal by Interested Person. In connection with an Interested Person's disclosure of a Financial or Other Interest pursuant to Section 3.1, above, an Interested Person may determine that such Financial or Other Interest creates a Conflict of Interest with respect to the proposed transaction or arrangement to be discussed or acted upon by the Board. In such circumstances, the Interested Person may voluntarily recuse himself or herself from discussion or action by the Board, at such time and in such form as is used by the Interested Person to disclose such Financial or Other Interest pursuant to Section 3.1, above. However, if the Financial or Other Interest is the type prohibited in Sections 6.2 or 6.3, below, it creates a Conflict of Interest that cannot be waived unless the Board determines it is a *de minimus* Conflict of Interest as set forth in Section 3.4, below.

3.3 Determination of Conflict of Interest. Where an Interested Person has provided advance written disclosure of a Financial or Other Interest but has not voluntarily recused himself or herself from discussion of or action upon the proposed transaction or arrangement, the Board shall, prior to commencing its discussion or taking action, determine whether the Financial or Other Interest creates a Conflict of Interest, as defined above. The Interested Person shall not participate in any discussions or vote related to this determination except to the extent necessary to fully explain the Financial or Other Interest and the manner in which the proposed transaction or arrangement to be discussed or acted upon by the Board may or will bear upon or relate to the Financial or Other Interest. If the Financial or Other Interest is the type prohibited in Sections 6.2 or 6.3, below, it creates a Conflict of Interest that cannot be waived unless the Board determines it is a *de minimus* Conflict of Interest as set forth in Section 3.4, below.

3.4 Exceptions. Pursuant to Section 112.313(12), Florida Statutes, the Board may consider the following exceptions based on constituting a de minimus conflict of interest:

3.4.1 The transaction or arrangement is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

(a) The Board member or the Board member's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

(b) The Board member or the Board member's spouse or child has in no way used or attempted to use the Board member's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

(c) The Board member, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, disclosing the Board member's interest, or the interest of the Board member's spouse or child, and the nature of the intended transaction or arrangement.

3.4.2 The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

3.4.3 The business entity involved is the only source of supply and there is full disclosure by the Board member of his or her interest in the business entity to the Governing Board prior to the purchase, rental, sale, leasing, or other business being transacted.

3.4.4 The total amount of the transactions in the aggregate between the business entity and the Corporation does not exceed $500 per calendar year.

3.4.5 The fact that a Board member is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds, provided it appears in the records of the Corporation that the Governing Board has determined that such Board member has not favored such bank over other qualified banks.

3.4.6 The Board member purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with the Corporation.

Section 4
Procedures Upon Determination of Conflict ofInterest

4.1 Exclusion from Discussion and Vote; Removal from Board. In circumstances where the Board has determined that a Conflict of Interest exists, the Interested Person shall not participate in any discussion or vote regarding the transaction or arrangement at issue. If the Financial or Other Interest is the type prohibited in Sections 6.2 or 6.3, below, it creates a Conflict of Interest that cannot be waived unless the Board determines it is a *de minimus* Conflict of Interest as set forth in Section 3.4, above. If the Conflict of Interest is not *de minimus*, the Interested Person will need to be removed from or resign from the Board.

4.2 Action by Board. With respect to any transaction or arrangement with regard to which the Board has determined that a Conflict of Interest exists, the Board shall discuss such transaction or arrangement as appropriate, but shall not formally approve such transaction or arrangement unless and until the non-interested members of the Board have decided, by majority vote, that the transaction or arrangement is in the best interests of, and for the benefit of, the Corporation, and is fair and reasonable thereto in all respects. Incomplying with this Section 4.2, the Board shall recognize that, under certain circumstances, a decision made pursuant to this Section may necessitate an investigation of alternatives to the proposed transaction or arrangement, and/or a determination as to whether a more advantageous transaction or arrangement might be obtained with reasonable efforts under the circumstances.

Section 5
Documentation of Disclosure and Procedures

5.1 Meeting Minutes. Minutes of meetings of the Board shall include copies of all written disclosures of Financial and Other Interests, and shall describe all verbal disclosures thereof. Such minutes shall further reflect the determination of the Board as to whether a Conflict of Interest exists, and the objection of the Interested Person, if any, to such determination. Where a Conflict of Interest has been determined to exist, the minutes should reflect the Board's compliance with the procedures described in Sections 4.1 and 4.2, above. With respect to any transaction or arrangement with regard to which a Conflict of Interest has been determined to exist,

meeting minutes shall describe the substance of the discussions relating to the transaction or arrangement, and who was present for such discussions. In addition, minutes should identify the members who were present for any and all votes upon such transaction or arrangement, along with a record of the final vote.

Section 6
Other Prohibited Conflicts of Interest

6.1 Prohibition on Solicitation or Acceptance of Gifts. Pursuant to Section 112.313(2), Florida Statutes, no member of the Board shall solicit or accept anything of value to the Board member, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the Board member would be influenced thereby.

6.2 Prohibition on Doing Business with One's Agency. Pursuant to Section 112.313(3), Florida Statutes, no Board member acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Corporation any business entity of which the Board member or the Board member's spouse or child is an officer, partner, director, or proprietor or in which such Board member or the Board member's spouse or child, or any combination of them, has a material interest. Nor shall a Board member, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the Corporation. This subsection shall not affect or be construed to prohibit contracts entered into prior to the Board member's election to the Board.

6.3 Conflicting Employment or Contractual Relationship. Pursuant to Section 112.313(7), Florida Statutes, no Board member shall have or hold any employment or contractual relationship with any business entity or any agency is doing business with the Corporation; nor shall a Board member have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her duties as a Board member or that would impede the full and faithful discharge of his or her duties as a Board member.

6.4 Voting Where there is a Conflict of Interest. Pursuant to Section 112.3143, Florida Statutes, no Board member shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a Relative or business associate of the Board member.

6.5 Pursuant to Section 1002.33(26)(c), Florida Statutes, an employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

Section 7
Restriction on Employment of Relatives, Pursuant to Section 1002.33(24), Florida Statutes

7.1 For purposes of this Article 7, "Charter school personnel" means a charter school owner, president, chairperson of the Board of directors, superintendent, Board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

7.2 For purposes of this Article 7, "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

7.3 Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

7.4 The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Section 8
Written Assent by Members

8.1 Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

8.1.1 Has received a copy of the conflicts of interest policy;
8.1.2 Has read and understands the policy;
8.1.3 Has agreed to comply with the policy; and

8.1.4 Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 9
Periodic Reviews

9.1 To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

9.1.1. Whether all compensation arrangements and benefits, if any, are reasonable, based on competent survey information, and are the result of arm's length bargaining.

9.1.2 Whether transactions or arrangements entered into by the Corporation conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in personal inurement, impermissible private benefit or in an excess benefit transaction.

Section 10
Use of Outside Experts

When conducting the periodic reviews as provided for in Section 9, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE XXI
CONSTRUCTION

Whenever a conflict arises between the language of these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern.

ARTICLE XXII
AMENDMENT TO THE BYLAWS

The Bylaws of this Corporation may be amended, repealed, or altered, in whole or in part, by the affirmative vote of two-thirds (2/3) of the Directors present at any duly called and noticed meeting of the Board of Directors at which a quorum is present.

ARTICLE XXIII
GENERAL PROVISIONS

Section 1. Invalid Provisions. If any of the provisions of these Bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these Bylaws shall be construed and enforced as if such illegal, or unenforceable provision had never been comprised a part hereof; and the remaining provisions hereof shall be in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be formulated and adopted by the Board of Directors as part of these Bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 2. Headings. The headings used in these Bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these Bylaws.

ARTICLE XXIV
AMENDMENTS AND TERMINATION

Section 1. Amendments. The Bylaws or the Articles of Incorporation of this Corporation may be amended, repealed or altered in whole or in part by a 2/3 majority vote at any duly organized meeting of the board of directors. Notice of proposed changes or amendments to Bylaws may be provided by any reasonable means, including: posting of the agenda, hand delivery, U.S. Mail, facsimile or e-mail, at least seven days in advance of the meeting at which the amendment or repeal will be considered. The proposed change or amendment to the Bylaws or the Articles of Incorporation shall be approved by the board of directors by a 2/3 majority vote of the directors present at such board of directors meeting.

Section 2. Termination. Should the school charter not be renewed or if it is terminated, the school shall be dissolved under the provisions of law under which the school was organized, and any unencumbered funds from the charter school shall revert to the district school board. In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements furnishings and equipment purchased with public funds shall automatically revert to full ownership by the district school board.

ARTICLE XXV
MISCELLANEOUS

Section 1. Exempt Activities. Notwithstanding any other provision of these by-laws, no member, trustee, officer, employee, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under 501(c)(3) of the

Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under 170(c)(2) of such Code and Regulations as they now exist or as they may hereafter be amended.

Section 2. Settlement of Disputes. Any dispute arising out of or in connection with these by-laws, including disputes between or among the corporation, the incorporators, and the directors shall be settled by the negotiation, mediation and arbitration provisions of that certain "Dispute Resolution Procedures" entered into by the parties prior to or concurrently with the adoption of these by-laws.

Section 3. Interpretation. Should there be any question in the interpretation of any provision of the Articles of Incorporation or by-laws of this corporation, then an interpretation given in writing by the school's attorney who will be determined at a later date shall be binding.

Section 4. Non-Liability of Officers and Directors. The officers and directors of this corporation shall not be individually liable for the corporation debts or other liabilities, and private property of such individuals shall be exempt from corporation debts or liabilities.

Section 5. Dividends Prohibited. The Board of Directors of the Corporation may not declare or pay dividends in cash or property to any Director or Officer, and no part of the net income of the Corporation shall otherwise be distributed to or inure to the benefit of any Officer or Director, for furtherance of purposes other than those set forth in the Articles of Incorporation.

Section 6. Prohibited Activities.

a. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or against) any candidate for public office.

b. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on

(i) by a corporation exempt from Federal income tax under 501(3)(c) of the Code;

(ii) by a corporation, contributions to which are deductible under Code Section 170.

Section 7. Loans Prohibited. Loans, other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, or prohibited by a corporation exempt from Federal income tax under the Code may not be made by a corporation to its directors, officers, employees, or to any other corporation, firm, association, or other

entity in which one or more of its directors, officers, or employees is a director, officer, or employee or holds a substantial financial interest. A loan made in violation of this section is a violation of the duty to the Corporation of the Directors and Officers authorizing it or participating in it, but the obligation of the borrower with respect to the loan may not be affected hereby.

Section 8. Election of Chairman Pro Tem. In the absence of the chairman, the directors present shall elect a chairman pro tem, who shall preside at the meeting and exercise the same powers as the chairman, the chairperson, or the vice chairperson could if present

Section 9. Singular or Plural Words. Whenever used, the singular pronoun will include the plural, the plural will include the singular, and the uses of any gender will include all genders as required or necessary for proper grammatical reading or as the sense or context requires.

Section 10. Authority to Sell Corporate Assets. The board of directors will have the powers and authority to lease, sell, assign, transfer, convey or otherwise dispose of the entire property of the corporation, irrespective of the effects thereof upon the continuance of the purposes of the corporation and the exercise of its franchise; but the corporation may not be dissolved except as provided by the laws of the State of Florida.

ARTICLE XXVI
EMERGENCY BY-LAWS

Section 1. When Operative. The emergency by-laws provided herein shall be operative during any emergency in the conduct of the purposes of the corporation resulting from an attack on the United States or any nuclear or atomic disaster, notwithstanding any different provision in other paragraphs of these by-laws, in the Articles of Incorporation, or in the statutes governing non-profit corporations. To the extent not inconsistent with the provisions of this Part Eleven, the other provisions of the by-laws shall remain in effect during such emergency, and upon its termination these emergency by-laws shall cease to be operative.

Section 2. Event of Emergency. During any such emergency as described in provision 14.1, the following actions shall be taken:

a. A meeting of the Board of Directors may be called by any officer or director of the corporation. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

b. At any such meeting of the Board of Directors, a quorum shall consist

of any two directors, one director and one officer, or any two officers. For the purpose of attaining a quorum in times of such emergency to effect the continued conduct of the corporation, all officers of the corporation shall immediately become temporary directors of the corporation until the termination of the emergency, without election or appointment by the Board of Directors.

c. The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the corporation shall for any reason be rendered incapable of discharging their duties.

d. The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the head office or designate several alternative head offices or regional offices, or authorize the officers so to do.

Section 3. Non-Liability. No officer, director or employee acting in accordance with these emergency by-laws shall be liable except for willful misconduct.

Section 4. Amendment or Repeal. These emergency by-laws shall be subject to repeal or change by further action of the Board of Directors, but no such repeal or change shall modify the provisions of the preceding paragraph (14.3) with regard to action taken prior to the time of such repeal or change. Any amendment of these emergency by-laws may make any further or different provision that may be practical and necessary for the circumstances of the emergency

ADOPTED this 23 day of August 2023 by the Board of Directors.

WILLIAM MONROE ROWLETT ACADEMY OF ARTS AND COMMUNICATION, INC., a Florida not-for-profit corporation

By: _____
Secretary

Florida Standard Charter Renewal Contract

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS CHARTER entered into as of the 11th day of June 2024 by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida

and

WILLIAM MONROE ACADEMY OF ARTS AND COMMUNICATION
(Address: 3500 9th Street East, Bradenton, FL 34208)

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Manatee County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean William Monroe Academy of Arts and Communication, a conversion charter school.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.

2. Term. The term of this Charter shall be 15 years commencing on July 1, 2024 and ending on June 30, 2039 unless terminated sooner as provided herein, or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

6. The School agrees that it will abide by all Federal and State laws, statutes, rules and regulations applicable to any construction and/or renovations.

C. Education Program and Curriculum

1. Any material change to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

ii. Failure to meet generally accepted standards of fiscal management.

iii. Material violation of law.

iv. Other good cause shown, which may include, but is not limited to, any of the following:

a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;

b. Failure to implement a reading curriculum that is consistent with

effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;

c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

d. Failure by the School to provide the District with access to records as required by law or this Charter;

e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

f. Violation by the School of any court order pertaining to the operation of the School;

g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

k. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;

l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities

Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).

n. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;

o. Willfully or recklessly failing to manage public funds in accordance with the law;

p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

q. Failure to maintain the minimum number of three Governing Board members for more than 30 days;

r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all

educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed

to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12)for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

3. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor by uploading them to Charters.Link. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School fails to meet the goals identified by the Federal Indexes, then the school will include academic goals for all students, including evidenced-based strategies and interventions for subgroups as well as measures of progress towards goals. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

   i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

4. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

6. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District

assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve students in grades Kindergarten through 5.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officer;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.

The school shall comply with Alyssa's Law and all other monthly requirements that must be entered in Charters.Link, including, but not limited to, monthly threat management team meetings, active assailant and other emergency drills, and other safety measures as required by Florida law.

The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. Annual Enrollment

1. Preliminary Projected Enrollment: No later than November 1 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.
3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity,but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the

student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:
(a) The due process hearing is conducted pursuant to applicable State laws and rules;
(b) A final decision is reached; and
(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

I. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

K. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies

within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

L. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

M. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If

the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School, and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met

applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by

the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the

exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

   i. Guarantee payment for any purchases made by the School;

   ii. Guarantee payment for any debts incurred by the School;

   iii. Guarantee payment for any loans taken out by the School.

   iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

   The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 3500 9th Street East, Bradenton, FL 34208. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

B. Reasonable Distance for purposes of this Charter: The School and Sponsor shall

cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing more than two miles from the School

C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three

(3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected

with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account.

The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's

contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code, and shall submit certificates evidencing completion to Charters.Link also within ninety (90) days of appointment.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a public employer and will participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.

8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change and entered into Charters.Link.

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

None

If the relative is employed after execution of this Charter, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes By August 1 of each year, the School shall disclose the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per FL.Stat. § 1002.33(7) (a) (18).

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, or terminating teachers.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes, which shall enter same in Charters.Link. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents. The School must timely submit all required reports and documents under this Section 11 via upload to Charters.Link.

A. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Governing Board meeting agenda and minutes

3. Bus Inspection Reports and proof of FDOE and Federal CDL compliance

4. Active assailant, Emergency Drills and Threat Management Team Meeting Minutes

B. Annual

1. Annual Student Achievement Report

2. Annual Financial Audit

3. Program Cost Report

4. Annual Inventory Report

5. Policies and Procedures of the school

6. School based Student Code of Conduct

7. Dismissal Policies and Procedures

8. Crisis/Emergency Response Plan

9. Employee Handbook

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract

12. Projected Enrollment

13. Capacity

14. School Calendar if different than the District

15. Evidence of Insurance

16. Management Organization Agreement

17. Student Progression Plan

18. Reunification Plan

19. Other reports or general monitoring documents as required by Florida Statutes.

C. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

D. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful,

void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

William Monroe Academy of
Arts and Communication Inc.
3500 9th Street East
Bradenton, FL 34208
Attn: Governing Board Chair

2. Notices to the Sponsor

The School Board of Manatee County, Florida
Attn: Superintendent
215 Manatee Avenue West Bradenton, FL 34205

Stephen R. Dye, Esq.
c/o Dye, Harrison, Kirkland, Petruff & Pratt, PLLC
1206 Manatee Avenue West
Bradenton, FL 34205

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: _____ 4-25-24
Fred Moore, President Date

ATTESTED:

By: _____ 4/25/24
Scott Brownell, Vice Chair Date

THE SCHOOL BOARD OF _____ COUNTY, FLORIDA

By: _____
Chad Choate, Board Chair Date

ATTESTED:

By: _____
Jason Wysong, Superintendent Date

APPROVED AS TO FORM:

By: _____
Stephen R. Dye, Esq. Date

Appendices

1. The Application

2. Governance Documents

3. ELL Plan, if different than Sponsors

4. Management Contract (if applicable)

5. Appendices and Attachments from Original Conversion Charter contract:
   - B (facility Boundary Survey),
   - C (Mutual Management Agreement Terms Dated 2/13/2014),
   - D (Instructions for Certificate of Insurance),
   - E (Fixed Asset Inventory dated 11/21/2013),
   - F (Rowlett Elementary Facilities Compliance with Building Requirements – Conversion charters)
6. FDOE High Performing Designation Letter

AGENDA ITEM NO. 9.8

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2024-2025 School Year (No Net Financial Impact)

Executive Summary
The purpose of the requested action is to approve the attached contracts to provide breakfast, lunch, and/or after-school meals to the students attending Charter and Contract Schools as requested by the individual schools. The terms and conditions of providing meals vary by location and are included in the attached contracts. All costs associated with providing meals to the contracted sites are recovered through reimbursement received, charges for additional meals served, and/or additional fees for service.

The following sites will be served: AMI Kids, Easter Seals of Southwest Florida, Imagine Charter School at Lakewood Ranch, Imagine Charter at North Manatee, Just for Girls Elementary, Just for Girls Middle, Manatee School of Arts and Sciences, Oasis Charter School, PACE Center for Girls, Palmetto Charter Schools, St. Joseph Catholic School, State College of Florida Manatee-Sarasota, Step Up Suncoast Inc. and Visible Men Academy.

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

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

Recommendation
The Superintendent recommends approval of contracts with charter schools and other sites to provide meal service to students and adults for the 2024-2025 school year (No Net Financial Impact).

Financial Impact
The revenue generated from the service of meals to students and adults is part of the revenue at the cost center that prepares the meals. All revenue and expenses related to the preparation and service of meals are included in the Food Service Fund 410 budget; there is no net financial impact because all costs are reimbursed by the sites served.

Contact
Submitting Department: Food & Nutrition Services
Initiated by: Regina Thoma

Attachments:
FNS Charter Contracts 2024-2025

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND AMI KIDS

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **AMI KIDS** hereafter referred to as the CONTRACT SCHOOL for the 2024-2025 school year.

1. The DISTRICT shall provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

   (Please select all that apply)
   ☒ Breakfast
   ☒ Lunch
   ☐ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

4. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

5. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

6. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

7. The DISTRICT shall prepare meals served. The DISTRICT shall account for the number of student and adult meals served according to the procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT.

8. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

9. Meal service for the CONTRACT SCHOOL will be provided as part of the meal service at Harllee.

10. The DISTRICT will provide detailed accounting of charges and money owed from the CONTRACT SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

11. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

12. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

13. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by reference, entitled Nutrition and Wellness.

14. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

16. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

17. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

18. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a)

the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

19. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

20. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**AMI KIDS**	
			5/8/24
Chad Choate III, Chair	Date	CONTRACT SCHOOL Board President or Designee	Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND EASTER SEALS SOUTHWEST FLORIDA

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **EASTER SEALS SOUTHWEST FLORIDA** hereafter referred to as the CONTRACT SCHOOL for the 2024-2025 school year.

1. The DISTRICT shall provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- ☐ Breakfast
- ☒ Lunch
- ☐ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall provide the adequate number of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CONTRACT SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

6. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

7. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

8. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

9. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

10. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

11. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

12. The CONTRACT SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and the DISTRICT. The CONTRACT SCHOOL shall provide daily rosters of students served meals to the DISTRICT, no later than 1:30 PM daily. The CONTRACT SCHOOL shall deliver the original daily rosters of students to the DISTRICT every Monday for the previous week.

13. By 9:00AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals ordered no later than 10:00 AM each day. Servings provided of unitized meals shall meet USDA requirements.

14. The CONTRACT SCHOOL shall be responsible for payment of all meals ordered based on student Free and Reduced or Full Pay status for the year. Any unclaimed meals will be charged at the adult price. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. The DISTRICT will provide detailed accounting of charges and money owed from the CONTRACT SCHOOL for paid and reduced-price student meals and adult meals. The CONTRACT SCHOOL shall make payment within 30 days of receipt of the DISTRICT's monthly invoice. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL's monthly Florida Education Finance Program disbursement.

15. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport

containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

16. The CONTRACT SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CONTRACT SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

17. Employees of CONTRACT SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

20. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT'S requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardian. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

25. The CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks.

CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

26. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

27. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

28. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

29. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

30. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**EASTER SEALS SOUTHWEST FLORIDA**	
Chad Choate III, Chair	Date	Donna Donnelly 5-23-24 CONTRACT SCHOOL Board President or Designee	Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND IMAGINE MANATEE COUNTY, LLC,
DBA IMAGINE CHARTER SCHOOL AT NORTH MANATEE

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **IMAGINE MANATEE COUNTY, LLC,** a Florida limited liability company, DBA **Imagine Charter School at North Manatee** hereafter referred to as the CHARTER SCHOOL for the 2024-2025 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [x] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide 2 DISTRICT employees for breakfast, and 1 DISTRICT employee for lunch and snack to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The DISTRICT will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $21,200.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $2,120.00 due within 30 days of receipt of the DISTRICT'S monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligation of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. By 8:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 9:00 AM each day. Servings provided shall meet USDA requirements.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and the Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT'S Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**IMAGINE CHARTER SCHOOL AT NORTH MANATEE**	
Chad Choate III, Chair	Date	Erin Keeley, Principal CHARTER SCHOOL Board President or Designee	5-7-24 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	5/7/24 Date

DocuSign Envelope ID: 768B100E-EAB7-41D1-BC0C-27CABAF67AD7

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA AND IMAGINE EAST MANATEE COUNTY, LLC, DBA IMAGINE SCHOOL AT LAKEWOOD RANCH

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **IMAGINE EAST MANATEE COUNTY, LLC,** a Florida limited liability company, DBA **Imagine School at Lakewood Ranch** hereafter referred to as the CHARTER SCHOOL for the 2024-2025 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the District can be granted free or reduced price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a District employee for breakfast and lunch to assist in delivery and set up, stay at the site and operate the point of sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The DISTRICT will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point of sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $16,000.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $1,600.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

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15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. By 8:45AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 9:00 AM each day. Servings provided shall meet USDA requirements.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached here to as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and

three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**IMAGINE CHARTER SCHOOL AT LAKEWOOD RANCH**	
		DocuSigned by: 5/21/2024	
Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee	Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND JUST FOR GIRLS ELEMENTARY

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **JUST FOR GIRLS ELEMENTARY** hereafter referred to as the CONTRACT SCHOOL for the 2024-2025 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session. The providing of meals is not based upon, nor contingent upon, any other agreement with the School District of Manatee County.

(Please select all that apply)

☒ Breakfast
☒ Lunch
☒ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by the representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CONTRACT SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CONRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. The CONTRACT SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Snack/Supper daily rosters of students served snack shall be submitted to the DISTRICT daily, no later than 5:00 PM. Originals of all daily rosters shall be delivered to the DISTRICT weekly.

12. By 9:00 AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CONTRACT SCHOOL for adult meals monthly. DISTRICT shall invoice CONTRACT SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

15. The CONTRACT SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CONTRACT SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CONTRACT SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws

governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

27. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**JUST FOR GIRLS ELEMENTARY**	
Chad Choate III, Chair	Date	BY: CEO CONTRACT SCHOOL ~~Board President or~~ Designee	5.7.24 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness Alexdrena Green	5.7.24 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND JUST FOR GIRLS MIDDLE

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **JUST FOR GIRLS MIDDLE** hereafter referred to as the CONTRACT SCHOOL for the 2024-2025 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session. The providing of meals is not based upon, nor contingent upon. any other agreement with the School District of Manatee County.

(Please select all that apply)

- ☐ Breakfast
- ☒ Lunch
- ☒ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CONTRACT SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. The CONTRACT SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00 AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CONTRACT SCHOOL for adult meals monthly. DISTRICT shall invoice CONTRACT SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport

containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up meals from the school the DISTRICT designates.

15. The CONTRACT SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CONTRACT SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CONTRACT SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CONTRACT SCHOOL agrees to maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds

when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

27. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**JUST FOR GIRLS MIDDLE**	
Chad Choate III, Chair	Date	BY: CEO CONTRACT SCHOOL ~~Board President or~~ Designee	5.7.24 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness Alexdrena Green	5-7-24 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND MANATEE SCHOOL OF ARTS AND SCIENCES

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **MANATEE SCHOOL OF ARTS AND SCIENCES** hereafter referred to as the CHARTER SCHOOL for the 2024-2025 school year.

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

☒ Breakfast
☒ Lunch
☒ Snack

☒ Pick Up

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

11. The CHARTER SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CHARTER SCHOOL for adult meals monthly. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CHARTER SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CHARTER SCHOOL shall pick up the meals from the school the DISTRICT designates.

15. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet

serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms must be submitted to the DISTRICT daily.

19. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT'S Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

27. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY **MANATEE SCHOOL OF ARTS**

AND SCIENCES

Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee	5.3.24 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND OASIS MIDDLE SCHOOL

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **OASIS MIDDLE SCHOOL, INC** hereafter referred to as the CHARTER SCHOOL for the 2024-2025 school year.

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- ☑ Breakfast
- ☑ Lunch
- ☐ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT'S nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. The CHARTER SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CHARTER SCHOOL for adult meals monthly. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CHARTER SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 11:30 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CHARTER SCHOOL shall pick up the meals from the school the DISTRICT designates.

15. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

18. The CHARTER SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT'S Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by reference, entitled Nutrition and Wellness.

23. The CHARTER SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the District's Cafeteria Manager monthly to communicate and provide all special diet information.

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

SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

27. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY

OASIS MIDDLE SCHOOL

Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee	Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND PACE CENTER FOR GIRLS

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **PACE CENTER FOR GIRLS** hereafter referred to as the CONTRACT SCHOOL for the 2024-2025 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

10. By 9:00AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, it complete meal and snack order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day. Servings provided shall meet USDA.

11. The CONTRACT SCHOOL shall pay the DISTRICT for all meals ordered. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's adult meal prices for 2024-2025. Prices are set in the previous school year to be in compliance with the requirements set in the National School Lunch Program Regulations, 7 CFR 210.14(e). The CONTRACT SCHOOL will be notified by July 1, 2024 of a price increase if the DISTRICT is required to raise prices. The DISTRICT shall invoice the CONTRACT SCHOOL for the total monthly meals signed for on the Contract Meal Count Forms when meals are picked up from the DISTRICT and payment is due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL'S monthly Florida Education Finance Program disbursement.

12. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Breakfast meals shall be ready for pick up at 7:30 AM and lunch meals shall be ready for pick up at 10:45 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

13. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

14. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

15. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

16. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

17. The CONTRACT SCHOOL shall be responsible to maintain the documentation and preparation necessary for any administrative reviews conducted by state agencies. Requests for additional support must be sent to the DISTRICT's Director of Food Services, forty-five (45) days prior to the review. The DISTRICT may invoice the CONTRACT SCHOOL an additional charge for requested support.

18. The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

20. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

21. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

22. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this

Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

23. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

24. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**PACE CENTER FOR GIRLS**	
Chad Choate III, Chair	Date	CONTRACT SCHOOL Board President or Designee	Date 5-14-24
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date 5-14-24

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND PALMETTO CHARTER SCHOOL

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **PALMETTO CHARTER SCHOOL,** hereafter referred to as the CHARTER SCHOOL for the 2024-2025 school year.

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- ☐ Breakfast
- ☐ Lunch
- ☐ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a DISTRICT employee for breakfast and lunch, to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The district will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $16,000.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $1,600.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Financial Program disbursement.

15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. Meals will be delivered to the CHARTER SCHOOL based on estimated participation in sufficient quantities to serve all students who want to participate in the meal.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT requirements, the CHARTER SCHOOL shall pay the DISTRICT for lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**PALMETTO CHARTER SCHOOL**	
Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee	5/10/24 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND ST. JOSEPH CATHOLIC SCHOOL

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **ST. JOSEPH CATHOLIC SCHOOL** hereafter referred to as the CONTRACT SCHOOL for the 2024-2025 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- ☐ Breakfast
- ☒ Lunch
- ☐ Snack
- ☐ Pick Up
- ☒ Delivery ($550 charge per month)

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall provide the adequate number of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CONTRACT SCHOOL's Principal or their designee, in writing.

6. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

7. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

8. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

9. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

10. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. By 8:30AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals ordered no later than 10:00 AM each day. Servings provided shall meet USDA requirements.

12. The CONTRACT SCHOOL shall pay the DISTRICT for all meals ordered. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's adult meal prices for 2024-2025. Prices are set in the previous school year to be in compliance with the requirements set in the National School Lunch Program Regulations, 7 CFR 210.14(e). The CONTRACT SCHOOL will be notified by July 1, 2024 of a price increase if the DISTRICT is required to raise prices. The DISTRICT shall invoice the CONTRACT SCHOOL for the total monthly meals signed for on the Contract Meal Count Forms when meals are delivered from the DISTRICT and payment is due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL'S monthly Florida Education Finance Program disbursement.

13. If the CONTRACT SCHOOL selects to transport the meals from the preparation site to the delivery site, meals shall be ready for pick up by 10:15 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

14. If the CONTRACT SCHOOL selects the DISTRICT to deliver the meals from the preparation site to the delivery site for the number of meals ordered, meals will be delivered by 10:15 AM unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CONTRACT SCHOOL's Principal or their designee, in writing.

15. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

16. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

17. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

18. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

19. The CONTRACT SCHOOL shall be responsible to maintain documentation and preparation necessary for any administrative reviews conducted by state agencies. Requests for additional support must be sent to the DISTRICT's Director of Food Services, forty-five (45) days prior to the review. The DISTRICT may invoice the CONTRACT SCHOOL an additional charge for requested support.

20. The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

22. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

23. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

24. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any

subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

25. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

26. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**ST JOSEPH CATHOLIC SCHOOL**	
Chad Choate III, Chair	Date	Deborah Goldsmith Principal — CONTRACT SCHOOL Board President or Designee	5/6/24 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Dean Klabek — Witness	5/6/24 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA AND THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA on behalf of State College of Florida Collegiate School** hereafter referred to as the CHARTER SCHOOL for the 2024-2025 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)
☒ Breakfast
☒ Lunch
☒ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a DISTRICT employee for breakfast, lunch, and snack to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The DISTRICT will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $16,000.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $1,600.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. Meals will be delivered to the CHARTER SCHOOL based on estimated participation in sufficient quantities to serve all students who want to participate in the meal.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL agrees to abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT and the CHARTER SCHOOL do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY

Chad Choate III, Chair — Date

Jason C. Wysong, Ed.D, Superintendent — Date

DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

Carol Probstfeld, President — 5/21/24 Date

Witness — 5/21/24 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND STEP UP SUNCOAST, INC., HEAD START

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **STEP UP SUNCOAST INC., HEAD START** hereafter referred to as the CONTRACT SCHOOL for the 2024-2025 school year. This Contract will apply to the **HEAD START** programs at any school-based sites. CONTRACT SCHOOL shall provide final list of locations by August 1, 2024.

1. The DISTRICT shall provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [X] Breakfast
- [X] Lunch

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

4. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

5. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

6. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

7. The DISTRICT agrees to prepare meals served. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT by a daily roster of students served meals.

8. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

9. Meal service for the CONTRACT SCHOOL will be provided as part of the meal service at all school-based sites.

10. The CONTRACT SCHOOL shall be responsible for payment of all adult meals provided. The DISTRICT will provide detailed accounting of money owed from the CONTRACT SCHOOL for adult meals. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's adult meal prices for 2024-2025. The CONTRACT SCHOOL shall make payment within 30 days of receipt of the DISTRICT's monthly invoice. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

11. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The DISTRICT shall conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures not meet the DISTRICT's requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

12. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

13. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

14. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by reference, entitled Nutrition and Wellness.

15. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

17. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

18. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

19. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

20. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

21. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**STEP UP SUNCOAST, INC., HEAD START**	
Chad Choate III, Chair	Date	CONTRACT SCHOOL Board President or Designee	Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND VISIBLE MEN ACADEMY, INC.

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **VISIBLE MEN ACADEMY, INC.,** hereafter referred to as the CHARTER SCHOOL for the 2024-2025 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

6. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

7. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

8. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

9. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

10. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

11. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a DISTRICT employee for breakfast and lunch, to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $7,500.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $750.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

15. The CHARTER SCHOOL shall be responsible for payment of adult meals ordered. Any unclaimed meals will be charged at the adult price. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for adult meals monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including

student and adult charges incurred for meals and will be billed at the end of the current school year.

16. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day. Servings provided shall meet USDA requirements.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal. The DISTRICT shall provide serving and portioning instructions to the servers.

19. The CHARTER SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

20. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

21. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. on-site visits. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

24. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

25. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

26. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

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

28. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

29. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

30. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage

and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

31. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

32. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**VISIBLE MEN ACADEMY, INC.**	
Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee	Date 05/20/24
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

AGENDA ITEM NO. 9.9

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval to Renew the Contract Between Pace Center for Girls, Inc., and The School Board of Manatee County for the 2024-2025 School Year (No Net Financial Impact)

Executive Summary
Pace Center for Girls, Inc. serves at-risk and troubled teens. Pace Center for Girls, Inc. addresses the therapeutic, social, and educational needs of young girls by creating an environment that fosters growth. Pace values all girls and young women, believing each one deserves an opportunity to find her voice, to achieve her potential, and to celebrate a life defined by responsibility, dignity, serenity, and grace.

The renewed contract between Pace Center For Girls, Inc. and the School Board of Manatee County will provide for up to fifty-five (55) students to participate in the Pace Center For Girls, Inc. program. The information has been provided by the contract site director and has not been edited. This effort supports the District's commitment to strengthening the learning opportunities for all students. The contract will ensure that all children will have an opportunity for a quality learning experience.

A copy of the contract is attached for review. The contract was approved by Mr. Stephen Dye.

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

Ready To Learn | Goal 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

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 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

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 renew the contract between Pace Center for Girls, Inc., and the School Board of Manatee County for the 2024-2025 school year (No Net Financial Impact).

Financial Impact
The District will receive an administrative fee of five percent (5%) of the FTE for up to fifty-five (55) students attending the contracted site. The administrative fee provides school management services, procession of teacher certification data, and information services including access to student information systems. Pace Center for Girls, Inc. will receive any remaining FTE and other appropriate funds for the program.

Contact
Submitting Department: Dropout Prevention

Initiated By: George Schrier

Attachments:
2024-2025 Pace Center for Girls Signed Agreement 5.30

PACE CENTER FOR GIRLS, INC.
AND
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
For 2024-2025 School Year

This contract is entered into between **PACE CENTER FOR GIRLS, INC.**, 3508 26th Street West, Bradenton, Florida 34205, hereinafter referred to as "the Provider" and **THE SCHOOL BOARD OF MANATEE COUNTY,** whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereafter referred to as "the Board", and is effective July 1, 2024, and expires June 30, 2025.

I. The Provider Agrees:

ADMINISTRATION

A. To follow the School District of Manatee County Student Code of Conduct and the Policy and Procedural Manual.

B. To provide an educational program in accordance with this agreement for students in grades 6-12.

C. To implement and maintain an effective educational program that allows youth in the juvenile justice system the opportunity to obtain a high-quality education.

D. To designate a staff member to be responsible for the administration of the contract and for the supervision of the educational program.

E. To have written procedures for admission, dismissal, and separation of students.

F. To require each child who is entitled to initial admittance to any school in this state to present certification of a school-entry health examination performed within one (1) year prior to enrollment in school. Each child should also present or have on file certification of immunization for the prevention of those communicable diseases for which immunization is required by the Department of Health.

G. To provide for appropriate screening of students for scoliosis at the proper age.

H. To maintain health records on each student. Where appropriate, schools should use forms approved and provided by the Department of Health. These records become a part of each student's permanent record, to be transferred when the student transfers, is promoted, or changes schools.

I. To have a written philosophy, curriculum, and methodology for each special program to be provided to each student placed under this contract.

J. To provide classroom space, furniture and equipment for the teachers and students participating in the school program.

K. To provide and continually maintain a safe and secure learning environment for all students who enter under this contract.

L. To coordinate the implementation of curriculum, instruction, and assessment according to applicable laws and regulations.

M. To evaluate teachers and maintain rigor in the instructional program.

EDUCATIONAL PROGRAM

A. That the program is staffed by professionally qualified instructional personnel and must have all certifications and endorsements as required by Florida Statutes and State Board Rules. The instructional program will provide and deliver Tier 3 interventions by reading endorsed or certified teachers to those students as required by Federal and State Law.

B. The Provider will ensure that all library materials and classroom materials are age appropriate, do not contain objectionable material, and compliant with Florida Statute(s). All curriculum must be Florida Department of Education approved, including all required policies within House Bill (HB) 7.

C. Teachers shall also possess or be in the process of obtaining English for Speakers of other Languages (ESOL) endorsement as required by Florida Statute and State Board Rules. Documentation must be provided concerning what is being done to meet the ESOL requirement on an annual basis.

D. To notify parents in writing when a teacher is teaching out of his/her area of certification. This notification can be in the form of individual letters or appear as a notice in the Provider's newsletter. Copies of this notification should be sent to The Office of Dropout Prevention/Alternative Education.

E. To require all teachers with temporary certification to participate in the district's certification program, or another comparable certification program. The Provider, or teacher participant will pay for the cost of participation.

F. To provide documentation that teachers with temporary certification have applied for certification including a timeline for steps being taken to obtain professional certification.

G. To require that all staff be fingerprinted and processed by the Board and the Federal Bureau of Investigation for criminal background checks.

H. That a personnel file shall be maintained on each employee documenting the qualifications of personnel: resume, transcripts, letters of reference, certification (if applicable). Copies of documents should be sent to Human Resources to be maintained in a district file.

I. The Provider shall operate for a term of 250 teaching days or the hourly equivalent, which is no fewer than 1,250 instructional hours. The minimal number of instructional days may decrease by up to twenty (20) days or its hourly equivalent for teacher planning. Instructional hours shall be a minimum of 300 minutes each school day. Each teacher planning day is equivalent to five (5) instructional hours. Provider shall be staffed by highly qualified personnel, as defined in FAC 6A-4.003, 6A-1.0502, and 6A-4.004.

J. That the instructional program shall meet the requirements of the Florida Statutes, and applicable rules, including on-line learning and career and professional education (CAPE) requirements and include curricular offerings consistent with the Florida Course Code Directory. Teacher assignments will be determined as prescribed by course codes and the specified area(s) of certification, including Exceptional Student Education (ESE) certification.

K. (Middle Grades ONLY) That a rigorous reading requirement is provided for reading and language arts programs as the primary component of its school improvement plan.

L. (Middle Grades ONLY) That a quarterly report is submitted to the district school contact on the progress of students toward increased reading achievement.

M. All students will participate in entry and exit assessments as required by statute and Quality Assurance Standards. That instruction shall be delivered through a variety of instructional techniques to address students' academic levels and learning styles based on entry assessments and past records.

N. All middle school students and all high school students that score below a Level 2 on the most recent administration of the Florida Standard Assessment (FSA) must be enrolled in an intensive reading class. That all teachers shall be responsible for the planning, development, and delivery of standards-based instructional activities aligned to the Sunshine State Standards.

O. All students will participate in FSA testing as required by the State of Florida. The administration schedule must follow the state prescribed schedule or be approved by the Office of Assessment and Accountability.

P. To document the provision of ESE services, including obtaining, reviewing and determining whether the current Individual Education Plan (IEP) is appropriate. An IEP meeting will be convened as soon as possible if the current IEP cannot be implemented as written. The district ESE Specialist will be present at all IEP meetings.

Q. To develop plans under Section 504 of the Rehabilitation Act of 1973 for eligible students with disabilities, individual English Language Learning (ELL) plans for limited English proficient students and Individual Progress Monitoring Plans (IPMPs) for non-

ESE students according to Florida Statute that includes specific individualized long-term goals and short-term instructional objectives for reading, writing, mathematics, and science. The plan should also identify diagnostic assessments, intervention strategies, progress updates, and a schedule for determining progress toward achieving goals and objectives of the plans mentioned above.

R. To ensure that IPMPs and IEPs are used by all instructional personnel to assist in providing individualized instruction and educational services to students, regardless of the content area they are teaching. There should also be a strong emphasis on appropriate agency coordination.

S. To provide regular and special education services to students in accordance with the student's IPMPs or IEP as governed by Florida laws and IDEA.

T. To provide Speech, Language, Physical and/or Occupational Therapy as defined in the student's IEP. To provide all information required by the Florida Department of Education for each speech/language pathologist assigned to work with students in the Manatee District Schools.

U. That if a student has expressed intent to terminate school enrollment, the student should be notified of the option of enrolling in a program for a General Education Diploma (GED).

V. To document the transmittal of the Educational Exit Portfolio to the student's next educational placement prior to, or at the time of exit, that include the following items:

1. A district withdrawal form that includes grades in progress;
2. A copy of the student's exit plan: continuing education needs and goals, anticipated next educational placement and job/career or vocational training plans, and diploma option; and
3. A copy of permanent record information that includes results of any state and district-wide assessments, current cumulative total of credits attempted and earned, including those credits earned prior to commitment.

W. To develop an individual transition plan cooperatively with the student, his/her parents, school district and/or contracted providers' personnel, probation officer, personnel from the student's home school district and Department of Juvenile Justice (DJJ) program staff. The transition plan must address:

1. Academic re-entry goals;
2. Career and employment goals; and
3. Recommended educational placement.

X. To develop exit portfolios for each student prior to exit from a commitment program. DJJ shall provide the following information as required by statutes:

1. Transition plan;
2. Results of district and statewide assessments;

3. Academic improvement plan (AIP), 504 plan, and/or individual educational plan (IEP) for exceptional students;
4. Academic record or transcript; and
5. Work and/or project samples.

To provide an opportunity for parents or guardians to participate to the extent necessary in the review of placement process.

RECORDS AND REPORTS

A. To designate a staff member to serve as Registrar.

B. To maintain students' records in a manner and form prescribed by the Board, the State of Florida, and federal agencies. Records shall include data required to participate in the Florida Education Finance Program (FEFP), including the documentation for special programs such as Exceptional Student Education (ESE). These records must be retained for a period of three (3) years beyond the final payments and all other pending matters are closed. Failure to maintain accurate records required for an audit may result in forfeiture of earned FTE payments. The content of these records shall include, but not be limited to, the following:

6. A copy of the student's individualized education plan (IEP);
7. Assessment data, including grade level proficiency in reading, writing, and mathematics, and performance on any state or standardized tests;
8. A copy of the student's permanent cumulative record;
9. A copy of the student's academic transcript; and
10. A portfolio reflecting the student's academic accomplishments while in the DJJ program.

C. To request and document requests for all student educational records, transcripts, withdrawal forms, and ESE records, including Individual Education Plans (IEPs), on the date of student entry to the program. Each school district shall provide these students' educational records no later than five (5) school days after the receipt of the request.

D. To report the non-attendance of students to the office of the Supervisor of Dropout Prevention in accordance with Florida Department of Education, Florida Education Finance Program (FEFP) guidelines.

E. To report to the county health department director or administrator annual reports of compliance with the provisions of school health examinations and immunizations.

F. To be responsible for all Florida Department of Education and the Board's district reports, reporting student academic progress to parents in the appropriate home language according to the requirements in statute and for communication with the students' home schools when necessary.

G. To accurately maintain student data on the district's student information system.

H. To submit monthly cost reports to the district to account for expenditures of all state, local, and federal funds.

MANAGEMENT

A. To develop written policies concerning the care of students in emergencies, clinical and administrative records, and insurance coverage.

B. To grant access by the School District, the Florida Department of Education, the Auditor General's Office, the appropriate federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts, and transcriptions.

C. To provide quarterly expenditure reports to the Board to include Title 1 and FTE expenditures as required by Quality Assurance Standards. The reports are to be submitted during September, December, March, and June.

FOOD SERVICE AGREEMENT

A. Any and all separate contract for Food Services is unaffected by this Contract and will remain in full force and effect. The Provider shall provide food service to its students consistent with applicable Florida Statutes. If the Provider elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the Provider chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal, and expiration.

TRANSPORTATION AGREEMENT

A. The Provider will be responsible for any and all transportation of students. The School District of Manatee County will not provide transportation for any students of the Provider.

II. THE BOARD AGREES:

A. To reimburse Provider for delivery of the program services in an amount equal to 95% of the weighted FTE funding generated per year for the actual number of eligible students enrolled in the program during the official FTE survey weeks conducted by the Florida Department of Education. The number of FTE will be adjusted in accordance with any adjustment made by the Florida State Legislature or the Florida Department of Education. The maximum number of full-time equivalent students to be funded under this agreement is FIFTY-FIVE (55) students, which may equal up to EIGHTY (80) maximum FTE for the 250-day calendar. Payments for August through December will be made on the basis of an estimate of the FTE count. Payments for January through March will be adjusted in accordance with actual July and actual October FTE count and

an estimate for the February and June count. The payments for April through June will be based on the actual counts for July, October and February and an estimated June count. The Board will pay the Provider its proportional share of the Educational Enrichment Allocation, and the DJJ Supplemental Allocation, In addition, the Board will pay Provider its proportional share of allocation for the Exceptional Student Education Guaranteed Allocation. It is further understood by the Board and the Provider that if there is a loss of funding because of the district exceeding the cap on any area of the FTE, there will be a proportional decrease in funding to the Provider.

B. That one hundred percent (100%) of the formula-based categorical funds generated by these students must be spent on appropriate categorical purchases for these students.

C. District School Boards are to satisfy invoices from providers within 15 working days of receipt. District school boards that fail to timely satisfy an invoice must also pay interest, at the rate of 1 percent per month, calculated daily.

D. That the students participating in General Education Diploma (GED) preparation programs shall be funded at the basic program cost factor.

E. That an ESE-certified Specialist will be provided by the Board through the 240-day school year. The ESE-certified Specialist will be responsible for review and preparation, staffing and maintaining ESE compliance records for all exceptional education students as well as determining the student's matrix and serving as the local education agency (LEA) representative.

F. To provide screening to determine if the use of assistive technology devices and other specialized equipment is necessary for an exceptional student to benefit from education.

G. To provide the initial diagnostic and evaluation services for an exceptional student. Any further evaluations will be the responsibility of the Provider.

H. Provider teachers shall be eligible to attend and receive credit for professional development opportunities and training conducted by the Board, as space permits.

SCHOOL IMPROVEMENT

A. To offer technical assistance and support through the Board's staff including the participation in and approval of the school improvement process and assist with the implementation of the School Improvement Plan (SIP), to include access to the district professional services when available.

B. To ensure that the Board-approved SIP is based on educational program needs, actual instructional assignments, Quality Assurance (QA) findings, and is designed to address student outcomes, performance, and achieve state educational goals.

C. To ensure that the SIP is based on issues relevant to budget, training, instructional materials, technology, staffing, and student support services. The SIP is implemented as

evidenced through adequate school improvement progress reports and annual evaluations.

III. THE PROVIDER AND THE BOARD MUTUALLY AGREE:

A. That the staff of the Board will be permitted to review the program provided by the Provider and confers with its staff at reasonable times. Further, the Board and the Provider agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of the contract.

B. That unforeseen questions or any problems arising during the administration of the contract between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing, which shall then be attached to and made part of this contract as a clarifying interpretation.

C. That this contract shall become effective July 1, 2024 and terminate June 30, 2025 or by thirty (30) days written notice by either party.

D. The Board and the Provider agree to comply with the Standards and Key Indicator Compliance issues as outlined in the Quality Assurance guidelines.

E. To develop a mutually agreed upon school improvement plan (SIP), as required by statute. Educational Administrators work cooperatively with the staff of the Board, program instructional personnel, student, and parents, to create a written SIP. The SIP must be specific to the program.

F. The Board and the Provider agree to submit any dispute, with the exception of an immediate termination as set forth in section I. C. 6. b., to the Department of Education for mediation. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the School as a public school, whether provisions of the Contract violate the intended flexibility granted contract schools by statute, or any other matter except the termination or nonrenewal of the contract. The administrative law judge shall award the prevailing party reasonable attorneys' fees and costs.

G. Board and the Provider agree to participate in the Education Accountability for DJJ Programs, Rule 6A-1.099812, F.A.C., which establishes a performance rating system for DJJ education programs that measure performance on twelve (12) components. Ratings are based solely upon data submitted to FDOE. The Board shall grant the user access for Provider local and National Office designees to verify and correct data in all systems used to submit Provider data to FDOE regarding FTE and DJJ accountability reporting. Board designees shall work with Provider designee(s) assigned by its National Office to verify that all data, including student-enrollment data, program entry and exit dates, and any other data needed to calculate a DJJ accountability rating, is accurate and reported

timely to the FDOE. The Board staff will work with Provider to correct any errors or omissions in the data reported.

H. 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 be either party to exercise a right under this agreement will be a waiver of that right.

I. This agreement may be modified subject to revenue shortfall, which reduces district funding. This modification shall be proportionate to the Board's reduction.

IV. TERMS AND CONDITIONS:

A. 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 canceled by the Board on thirty days written notice and the Board will be released of any and all obligations under this contract.

B. The Board and State of Florida requires all Providers/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 Board 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 Board for any claims made against the Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to comply visit: http://www.manateeschools.net/

C. 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 of any provision of this agreement will be effective unless in writing and signed by both parties.

D. 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.

E. 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 District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

F. Provider agrees to defend indemnify and hold harmless the 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 Provider 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 Board, Board Members and School District Employees as an additional insureds. To the extent applicable 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. Failure to provide such insurance allows the Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

G. 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.

H. The parties acknowledge and agree that the School District, 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 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. Provider will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the Board. These standards, as defined in School Board Policies, will apply not only to employees of the Provider, but also to the employees of its sub- contractors.

J. 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.

K. The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such an act 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.

L. Provider 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 and the Family Medical Leave Act. Provider further agrees not to discriminate on

the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age, or marital status.

M. This agreement is subject to the requirement by Executive Order 12549, Department and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

N. Termination for Cause. The Board 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 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 Provider or recoveries by the 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 cause includes terminations under 215.4725, F.S.

O. Termination for Convenience. Termination of this contract in whole or in part may be made by Board at any time with 30 days' prior notice to Provider.

P. CUSTODIAN OF PUBLIC RECORDS:
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:

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

Q. 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. 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.

R. In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any member of the School Board 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 Chapter 112 Florida Statutes.

S. 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 Provider will in no way be a cause for relief from responsibility. The Provider 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 Provider must not be in violation of any zoning or other ordinances in the performance of this contract.

T. All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

U. 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.

V. All vendors, Providers and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

W. Possession of firearms will not be tolerated on provider's property 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 Provider, 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 Provider. If a sub-contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider 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" has the meaning given in Subsection 790.001(6) Florida Statutes.

X. Employment on Provider's property by the Provider, or any of its subcontractor, 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 Provider agrees to take all steps necessary to remove such person the project and the property. The Board shall have the right to terminate this agreement if the Provider does not comply with this provision.

Y. 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 Provider'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 Provider. If a sub-contractor fails to terminate said

employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider 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 Board.

Z. 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.

AA. Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the Board (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.

V. FORMAL AGREEMENTS:

In compliance with PL 114-95, Section 1423, the School Board Agrees to meet all the requirements of PL 114-95, Section 1423:

1) Where feasible, ensure that educational programs in the Providers school facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under part B of the Individuals with Disabilities Education Act;

2) If the child or youth is identified as in need of special education services while in the day treatment program, notify the local school of the child or youth of such need;

3) Where feasible, provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;

4) Provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the day treatment program has been completed,

or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;

5) Work to ensure that the school facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;

6) Ensure that educational programs in that educational programs in the juvenile justice facilities are related to assisting students to meet the challenging State academic standards;

7) To the extent possible, use technology to assist in coordinating educational programs between the school facility and the community school;

8) Where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;

9) Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under title I of Public Law 105–220, and vocational and technical education funds;

10) Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and

11) If appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

12) Upon the child's or youth's entry into the juvenile justice facility, work with the child's or youth's family members and the local educational agency that most recently provided services to the child or youth (if applicable) to ensure that any relevant and appropriate academic records and plans not provided to probation staff during the commitment staffing process regarding the continuation of educational services for such child or youth are shared jointly between the juvenile justice facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the juvenile justice facility; and

13) Upon discharge from a juvenile justice facility, ensure consultation occurs between the local educational agency and the juvenile justice facility for a period jointly determined necessary to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

IN WITNESS THEREOF, the parties hereto have caused these fifteen (15) pages contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY

Jason Wysong, Superintendent Date

Chad Choate III, Chair Date

PACE CENTER FOR GIRLS, INC.

Thresa Giles
Thresa Giles (May 9, 2024 15:18 EDT) May 9, 2024
Thresa Giles, CBO Date

Glenda McClendon
Glenda McClendon (May 9, 2024 16:01 EDT) May 9, 2024
Witness Date

Approved as to form

Stephen Dye, Esq.
School Board Attorney

AGENDA ITEM NO. 9.10

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Young Men's Christian Association of Southwest Florida Inc., (YMCA) to Provide Before-School and/or After-School Programs for Middle School Students During the 2024-2025 School Year (No Financial Impact)

Executive Summary
Young Men's Christian Association of Southwest Florida Inc., (YMCA) will provide before-school and/or after-school programs, for middle school students attending the following schools: Braden River Middle School, Buffalo Creek Middle School, Haile Middle School, Louise R. Johnson K -8 School of International Studies, King Middle School, Lee Middle School, Lincoln Memorial Middle School, Dr. Mona Jain Middle School, Nolan Middle School, Palm View K-8 and Sugg Middle School (at the Bradenton Branch of the YMCA).

The YMCA agrees to provide these services to all students attending the school in which a program is located, provided appropriate fees are paid and scholarships are made available to needy students. A student participation fee, not to exceed $1,100.00 annually, per participant, shall apply at each site.

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 renewal agreement between the School Board of Manatee County and Young Men's Christian Association of Southwest Florida Inc., (YMCA) to provide before-school and/or after-school programs for middle school students during the 2024-2025 school year (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Secondary Education

Initiated By: Sharon Scarbrough

Attachments:
24-25 YDASH Contract

YMCA OF SOUTHWEST FLORIDA INC., AND
THE SCHOOL BOARD OF MANATEE COUNTY

MIDDLE SCHOOL SERVICES
2024-2025

This Memorandum of Agreement is entered into between YMCA OF SOUTHWEST FLORIDA INC., 200 Nokomis Ave. Venice, Florida, hereinafter referred to as "The Provider, or YMCA" and THE SCHOOL BOARD OF MANATEE COUNTY, hereinafter referred to as "The Board."

That this Agreement will only take effect during times that the School District of Manatee County operates student learning in traditional brick and mortar schools.

In addition, only employees of the School District of Manatee County may administer and participate in the program that takes place on school grounds unless otherwise modified or amended in writing. 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 a before- and/or after-school care program, for middle school students attending the following middle schools: **Braden River, Buffalo Creek, Haile, Johnson K8, King, Lee, Lincoln, Mona Jain, Palm View K8, Nolan, and Sugg (at Bradenton Branch)**.

B. To provide middle school programs beginning **August 12, 2024** and ending on **May 29, 2025.**

C. To operate out of school time programs. The specific time of operation shall be determined in collaboration with each school principal. At a minimum, the program will run on regular school attendance days.

D. To use a student participation fee not to exceed $1,100.00 annually and provide these services to all students attending the school in which a program is located, provided appropriate fees are paid and scholarships are made available to needy students. Please refer to Appendix A defining student participation fee.

E. Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and such insurance will name The School 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. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement.

F. To provide a site coordinator for each program who will be responsible for the overall supervision and management of the total operation of the program at each designated school.

G. To repair or replace, in the event of loss or damage to The Board's equipment, materials or facilities due to The Provider's use.

H. To the extent permitted by law, to indemnify and save and hold harmless the School Board of Manatee County, 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, 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.

I. 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.

J. To reimburse the school for additional cost associated with running the program during non-school attendance days.

K. 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 FloridaStatutes. et. seq. and Section 119.01 Florida Statutes. et. seq. 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 termsof this agreement available for inspection and copying, public records requests, internalaudits 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

L. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and LocalStatutes, including but not limited to Trademark Protection, Copyright protection, FamilyEducational 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.

II. The Board Agrees:

A. To waive the facility usage fees for operation of middle school programs at the designated schools for the thirty-six weeks schools are in session. These programs will be in operation on student attendance days.

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

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

D. A means for emergency communication when the school office is closed.

III. Miscellaneous

A. This agreement will remain in effect for the **2024-2025** school year unless terminated by either party by giving written notice to the other party that the agreement will terminate 60 days from receipt of the said notice.

B. The school principal 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 the work or services to be performed, or 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,

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 failureto 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. 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.

VII. 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 anoriginal 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 unlessin 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.

Appendix A: supporting Point 1 D.

YMCA of Southwest Florida YDASH Program Fees:

	Bank drafted
Monthly program fee per student	$110.00

No annual student participation fee should exceed $1,100 for the school period stated in contract.

No student is turned away due to an inability pay. As of 05/01/2024, there were 60 scholarshipped out of total 550 registered participants.

YDASH, also referred to as before and/or after school care program for middle school students, is offered for a 10-month period.

[The Remainder of this page must intentionally be left blank]

SCHOOL BOARD OF MANATEE COUNTY

Dr. Jason Wysong, Superintendent Date

Chad Choate III, Board Chair Date

Approved as to Form

Stephen R Dye, Esq (May 23, 2024 10:48 EDT)

General Counsel Date

YMCA OF SOUTHWEST FLORIDA INC.

4/30/24

Authorized Signatory Date

E-Verify Number 1643686

AGENDA ITEM NO. 9.11

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Pharmedico Pharmacy, LLC for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2024-2027 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Pharmacy Technician: Pharmedico Pharmacy, LLC-Dat Nguyen-Pharmacist

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Pharmedico Pharmacy, LLC for clinical experience for Manatee Technical College (MTC) pharmacy technician students for the 2024-2027 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 Pharmedico, Board Date 061124

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Pharmedico Pharmacy, LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Pharmedico Pharmacy, LLC, Florida Limited Liability Company, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF,** Pharmedico Pharmacy, LLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 1/25/2024

By: Dat Nguyen
(Affiliate Authorized Signature)

Title: pharmacist

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Pharmacy Technician

1. Pharmedico Pharmacy, LLC

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

CUSTOMER NUMBER: 0100021473

DATE (MM/DD/YYYY) 09/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
PHARMACISTS MUTUAL INSURANCE COMPANY 808 HIGHWAY 18 W PO BOX 370 ALGONA IA 50511-0370	PHONE (A/C, No. Ext): 800-247-5930	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PHARMACISTS MUTUAL INSURANCE COMPANY	13714
INSURED PHARMEDICO PHARMACY LLC PHARMEDICO CMPD&MED SUPPLIES 6206 N LOCKWOOD RIDGE RD SARASOTA FL 34243-2529	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	BOP 0163961 05	11/07/2023	11/07/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			Includes- Pharmacy Professional Liab Hired Auto Liability Non-Owned Auto Liability Health Care Professional Liability			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER						WATER LEGAL LIABILITY	$ 50,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTIONS OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Loc. 001 PHARMEDICO CMPD&MED SUPPLIES
Bldg. 001 6206 N LOCKWOOD RIDGE RD
SARASOTA, FL 34243-2529

CERTIFICATE HOLDER

CERT HOLDER/ADDITIONAL INSR'D

LANCASTER PARTNERS VII LTD
32 S OSPREY AVE STE 203
SARASOTA FL 34236-5849

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

GAIL T. WOLFE, CISR, API

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CUSTOMER NUMBER: 0100021473
LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		PHARMEDICO PHARMACY LLC PHARMEDICO CMPD&MED SUPPLIES 6206 N LOCKWOOD RIDGE RD SARASOTA FL 34243-2529
POLICY NUMBER BOP 0163961 05		
CARRIER PHARMACISTS MUTUAL INSURANCE COMPANY	NAIC CODE 13714	EFFECTIVE DATE: 11/07/23

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: EVIDENCE OF COMMERCIAL LIABILITY INSURANCE

ACORD 101 (2008/01)
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CUSTOMER NUMBER: 0100021473

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
PHARMACISTS MUTUAL INSURANCE COMPANY 808 HIGHWAY 18 W PO BOX 370 ALGONA IA 50511-0370	PHONE (A/C, No. Ext): 800-247-5930	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PHARMACISTS MUTUAL INSURANCE COMPANY	13714
INSURED PHARMEDICO PHARMACY LLC PHARMEDICO CMPD&MED SUPPLIES 6206 N LOCKWOOD RIDGE RD SARASOTA FL 34243-2529	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	BOP 0163961 05	11/07/2023	11/07/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			Includes-			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
				Pharmacy Professional Liab			MED EXP (Any one person)	$ 5,000
				Hired Auto Liability			PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:			Non-Owned Auto Liability			GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC			Health Care Professional Liability			PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER						WATER LEGAL LIABILITY	$ 50,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTIONS OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Loc. 001 PHARMEDICO CMPD&MED SUPPLIES
Bldg. 001 6206 N LOCKWOOD RIDGE RD
SARASOTA, FL 34243-2529

CERTIFICATE HOLDER

NOVITAS (NPEAST)
PO BOX 3704
MECHANICSBURG PA 17055-1863

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

GAIL T. WOLFE, CISR, API

CT 00001 00001

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CUSTOMER NUMBER: 0100021473
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		PHARMEDICO PHARMACY LLC PHARMEDICO CMPD&MED SUPPLIES 6206 N LOCKWOOD RIDGE RD SARASOTA FL 34243-2529
POLICY NUMBER BOP 0163961 05		
CARRIER PHARMACISTS MUTUAL INSURANCE COMPANY	NAIC CODE 13714	EFFECTIVE DATE: 11/07/23

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: EVIDENCE OF COMMERCIAL LIABILITY INSURANCE

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Detail by Entity Name

Florida Limited Liability Company
PHARMEDICO PHARMACY, LLC

Filing Information

Document Number	L17000244696
FEI/EIN Number	82-3531930
Date Filed	11/30/2017
State	FL
Status	ACTIVE

Principal Address

6206 N. LOCKWOOD RIDGE RD
SARASOTA, FL 34243-2529

Changed: 06/28/2018

Mailing Address

6206 N. LOCKWOOD RIDGE RD
SARASOTA, FL 34243

Changed: 06/28/2018

Registered Agent Name & Address

NGUYEN, DAT, Dr.
6206 N. LOCKWOOD RIDGE RD
SARASOTA, FL 34243

Name Changed: 01/15/2024

Address Changed: 01/14/2020

Authorized Person(s) Detail

Name & Address

Title President

NGUYEN, DAT, Dr.
6206 N. LOCKWOOD RIDGE RD
SARASOTA, FL 34243

Annual Reports

Report Year	Filed Date
2022	01/14/2022
2023	01/14/2023
2024	01/15/2024

Document Images

01/15/2024 -- ANNUAL REPORT	View image in PDF format
01/14/2023 -- ANNUAL REPORT	View image in PDF format
01/14/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
01/21/2019 -- ANNUAL REPORT	View image in PDF format
06/28/2018 -- ANNUAL REPORT	View image in PDF format
11/30/2017 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 9.12

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and CCRC OPCO-Sun City Center, LLC dba Freedom Plaza to Continue Offering Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2024-2027 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: CCRC OPCO-Sun City Center, LLC dba Freedom Plaza. Christopher Grella, 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 agreement between the School District of Manatee County and CCRC OPCO-Sun City Center, LLC dba Freedom Plaza to continue offering clinical experience for Manatee Technical College (MTC) Nursing students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement CCRC OPCO Sun City, Board Date 061124

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with CCRC OPCO - Sun City Center, LLC d/b/a Freedom Plaza

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and CCRC OPCO-Sun City Center, LLC, a foreign limited liability company, d/b/a Freedom Plaza, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF,** CCRC OPCO-Sun City Center, LLC d/b/a Freedom Plaza and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 3/4/2024 By: Christopher Ansell

(Affiliate Authorized Signature)

Title: Administrator

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Nursing

1. CCRC OPCO – Sun City Center, LLC d/b/a Freedom Plaza

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

MANATEE TECHNICAL COLLEGE

Jennifer Gilray, Ed.D.
Assistant Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2024 | 07/20/2023

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: Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: Trident Topco, LLC 1475385 and its subsidiaries See attached for Additional Insureds Names 930 Ridgebrook Road Sparks Glencoe MD 21152	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : American Zurich Insurance Company — 40142 INSURER B : Zurich American Insurance Company — 16535 INSURER C : Allied World Surplus Lines Insurance Company — 24319 INSURER D : Coverys Specialty Insurance Company — 15686 INSURER E : INSURER F :

COVERAGES MAIN **CERTIFICATE NUMBER:** 16856143 **REVISION NUMBER:** XXXXXXX

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	
C	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PL Deduc: $100,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	0313-4664	07/31/2023	07/31/2024	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 $ 200,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	BAP-1861365-06	07/31/2023	07/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	005MD000027078	07/31/2023	07/31/2024	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $ XXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC-1861364-06 WC-0614814-06	07/31/2023 07/31/2023	07/31/2024 07/31/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability	N	N	0313-4664	07/31/2023	07/31/2024	Per Claim $1,000,000 Per Aggregate $3,000,000 Deductible $100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is included for the referenced provider only for acts while working within their course and scope of duties for the insured. For Providers in PA that participates in Mcare, primary limits of $500K/$1.5M. Mcare limits of $500k/$1.5K apply excess of primary limits. All VA providers subject to $2,600,000/$7,800,000 limits effective 07/01/23

CERTIFICATE HOLDER

16856143
PLAZA WEST
912 AMERICAN EAGLE BLVD
SUN CITY CENTER FL 335735228

CANCELLATION See Attachments

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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AGENCY CUSTOMER ID: CN102708931
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	Healthpeak Properties, Inc. 5050 South Syracuse Street, Suite 800 Denver, CO 80237
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Second Excess Layer (Claims-Made)
Carrier: National Fire & Marine Insurance Company (MedPro)
Policy Number: FNSC100948
Effective Dates: 09/01/2023 to 09/01/2024
Limit: $15,000,000 xs $11,000,000
Maintenance Retention: $100,000

Third Excess Layer (Claims-Made)
Carrier: Homesite Insurance Company of Florida,
Policy Number:SCX-134693849-02,
Effective Dates: 09/01/2023 to 09/01/2024, Limit: $10,000,000 xs $26,000,000
Maintenance Retention: $100,000

LCS - South Port Square dba South Port Square; Harbour Health Assisted Living; The Gardens at South Port Square; Harbour Health Center
23023 Westchester Blvd; 23013 Westchester Blvd; 23033 Westchester Blvd; 23053 Westchester Blvd, Port Charlotte, FL 33980

LCS - Lake Port Square dba Lake Port Square; Lake Port Square Inn; Lake Port Square Health Center
600 Lake Port Boulevard; 800 Lake Port Boulevard; 821 Lake Port Boulevard, Leesburg, FL 34748

LCS - Freedom Plaza Sun City Center dba Freedom Plaza; Freedom Plaza Assisted Living and Memory Care; The Inn at Plaza West; Plaza West Health Center
1010 American Eagle Blvd; 912 American Eagle Blvd; 809 Freedom Plaza Circle; 3932 Upper Creek Driv, Sun City Center, FL 33573

LCS - Regency Oaks Clearwater dba Regency Oaks; Regency Oaks Health Center
2751 Regency Oaks Blvd; 2770 Regency Oaks Blvd; 2701 Regency Oaks Blvd, Clearwater, FL 33759

LCS - LCS Cypress Village
4600 Middleton Park Cir E, Jacksonville, FL 32224

LCS - Lake Seminole Square dba Lake Seminole Square; The Inn at Lake Seminole Square
8333 Seminole Boulevard, Seminole, FL 33772

LCS - Freedom Square dba Freedom Square of Seminole; The Inn at Freedom Square; Freedom Square Health Care Center; Seminole Pavilion Health Center
7800 Liberty Lane; 10850 Temple Terrace, Seminole, FL 33772

LCS - Freedom Village at Bradenton dba Freedom Village of Bradenton; The Inn at Freedom Village
6410 21st Avenue West; 6501 17th Avenue West, Bradenton, FL 34209

LCS - Freedom Pointe at the Villages dba Freedom Pointe at the Villages; Freedom Pointe Assisted Living; Freedom Pointe Memory Care; Freedom Pointe Place Assisted Living and Memory Care; Freedom Pointe Health Center
1550 El Camino Real; 1700 El Camino Real; 1460 El Camino Real; 1475 El Camino Real, The Villages, FL 32159

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Detail by Document Number

Foreign Limited Liability Company
CCRC OPCO - SUN CITY CENTER, LLC

Filing Information

Document Number	M14000003459
FEI/EIN Number	36-4786340
Date Filed	05/21/2014
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2020

Principal Address

4600 S Syracuse Street, Ste 500
Denver, CO 80237

Changed: 04/26/2023

Mailing Address

4600 S Syracuse Street, Ste 500
Denver, CO 80237

Changed: 04/26/2023

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 10/02/2020

Address Changed: 02/10/2020

Authorized Person(s) Detail

Name & Address

Title member

CCRC OPCO VENTURES LLC
4600 S Syracuse Street, Ste 500
Denver, CO 80237

Title Authorized Person

Life Care Services, LLC, Health Center Administrator
4600 S Syracuse Street, Ste 500
Denver, CO 80237

Annual Reports

Report Year	Filed Date
2021	04/25/2021
2022	02/17/2022
2023	04/26/2023

Document Images

04/26/2023 -- ANNUAL REPORT	View image in PDF format
02/17/2022 -- ANNUAL REPORT	View image in PDF format
04/25/2021 -- ANNUAL REPORT	View image in PDF format
10/02/2020 -- REINSTATEMENT	View image in PDF format
03/23/2020 -- LC Amendment	View image in PDF format
02/10/2020 -- CORLCRACHG	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
10/05/2016 -- CORLCRACHG	View image in PDF format
04/04/2016 -- ANNUAL REPORT	View image in PDF format
04/08/2015 -- ANNUAL REPORT	View image in PDF format
05/21/2014 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 9.13

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and CCRC OPCO-Bradenton, LLC dba Freedom Village of Bradenton to Continue Offering Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2024-2027 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain 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: CCRC OPCO-Bradenton, LLC dba Freedom Village of Bradenton

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 agreement between the School District of Manatee County and CCRC OPCO-Bradenton, LLC dba Freedom Village of Bradenton to continue offering clinical experience for Manatee Technical College (MTC) Nursing students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement CCRC OPCO-Bradenton, Board Date 061124

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with CCRC OPCO-Bradenton, LLC d/b/a Freedom Village of Bradenton,

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and CCRC OPCO-Bradenton, LLC, a Foreign Limited liability Company, d/b/a Freedom Village of Bradenton, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF,** CCR OPCO- Bradenton, LLC d/b/a Freedom Village of Bradenton and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 3/20/24

By: _____

(Affiliate Authorized Signature)

Title: Health Care Administrator

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Nursing

1. CCRC OPCO –Bradenton, LLC d/b/a Freedom Village of Bradenton

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)
09/05/2023

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 CN102708931-STND-GPXS-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Healthpeak Properties, Inc. 5050 South Syracuse Street, Suite 800 Denver, CO 80237	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Everest Indemnity Insurance Company — 10851 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002626686-02 **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** [ ] X CLAIMS-MADE [ ] OCCUR X SIR: $500,000 Each Claim GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			SB00000026-233	09/01/2023	09/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 10,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
A	[ ] **UMBRELLA LIAB** [ ] OCCUR X **EXCESS LIAB** [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			SBEX000016-233	09/01/2023	09/01/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability SIR: $500,000 Each Claim			SB00000026-233	09/01/2023	09/01/2024	Each Inc./Loc. Agg Policy Aggregate Shared w/ GL	1M/3M

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

The Certificate Holder is included as an Additional Insured as required by written contract. Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability.

See additional page.

CERTIFICATE HOLDER

Agency for Health Care Administration
(AHCA)
2727 Mahan Drive Mail Stop #30
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

Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN102708931
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	Healthpeak Properties, Inc. 5050 South Syracuse Street, Suite 800 Denver, CO 80237
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Second Excess Layer (Claims-Made)
Carrier: National Fire & Marine Insurance Company (MedPro)
Policy Number: FNSC100948
Effective Dates: 09/01/2023 to 09/01/2024
Limit: $15,000,000 xs $11,000,000
Maintenance Retention: $100,000

Third Excess Layer (Claims-Made)
Carrier: Homesite Insurance Company of Florida,
Policy Number:SCX-134693849-02,
Effective Dates: 09/01/2023 to 09/01/2024, Limit: $10,000,000 xs $26,000,000
Maintenance Retention: $100,000

LCS - South Port Square dba South Port Square; Harbour Health Assisted Living; The Gardens at South Port Square; Harbour Health Center
23023 Westchester Blvd; 23013 Westchester Blvd; 23033 Westchester Blvd; 23053 Westchester Blvd, Port Charlotte, FL 33980

LCS - Lake Port Square dba Lake Port Square; Lake Port Square Inn; Lake Port Square Health Center
600 Lake Port Boulevard; 800 Lake Port Boulevard; 821 Lake Port Boulevard, Leesburg, FL 34748

LCS - Freedom Plaza Sun City Center dba Freedom Plaza; Freedom Plaza Assisted Living and Memory Care; The Inn at Plaza West; Plaza West Health Center
1010 American Eagle Blvd; 912 American Eagle Blvd; 809 Freedom Plaza Circle; 3932 Upper Creek Driv, Sun City Center, FL 33573

LCS - Regency Oaks Clearwater dba Regency Oaks; Regency Oaks Health Center
2751 Regency Oaks Blvd; 2770 Regency Oaks Blvd; 2701 Regency Oaks Blvd, Clearwater, FL 33759

LCS - LCS Cypress Village
4600 Middleton Park Cir E, Jacksonville, FL 32224

LCS - Lake Seminole Square dba Lake Seminole Square; The Inn at Lake Seminole Square
8333 Seminole Boulevard, Seminole, FL 33772

LCS - Freedom Square dba Freedom Square of Seminole; The Inn at Freedom Square; Freedom Square Health Care Center; Seminole Pavilion Health Center
7800 Liberty Lane; 10850 Temple Terrace, Seminole, FL 33772

LCS - Freedom Village at Bradenton dba Freedom Village of Bradenton; The Inn at Freedom Village
6410 21st Avenue West; 6501 17th Avenue West, Bradenton, FL 34209

LCS - Freedom Pointe at the Villages dba Freedom Pointe at the Villages; Freedom Pointe Assisted Living; Freedom Pointe Memory Care; Freedom Pointe Place Assisted Living and Memory Care; Freedom Pointe Health Center
1550 El Camino Real; 1700 El Camino Real; 1460 El Camino Real; 1475 El Camino Real, The Villages, FL 32159

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Detail by FEI/EIN Number

Foreign Limited Liability Company
CCRC OPCO - BRADENTON, LLC

Filing Information

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FEI/EIN Number	37-1757705
Date Filed	05/21/2014
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/05/2020

Principal Address

4600 S Syracuse Street, Ste 500
Denver, CO 80237

Changed: 04/27/2023

Mailing Address

4600 S Syracuse Street, Ste 500
Denver, CO 80237

Changed: 04/27/2023

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 10/05/2020

Address Changed: 02/10/2020

Authorized Person(s) Detail

Name & Address

Title Member

CCRC OpCo Ventures, LLC
4600 S Syracuse Street, Ste 500
Denver, CO 80237

Title Authorized Person

Life Care Services, LLC, Health Center Administrator
4600 S Syracuse Street, Ste 500
Denver, CO 80237

Annual Reports

Report Year	Filed Date
2021	04/28/2021
2022	02/17/2022
2023	04/27/2023

Document Images

04/27/2023 -- ANNUAL REPORT	View image in PDF format
02/17/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
10/05/2020 -- REINSTATEMENT	View image in PDF format
03/23/2020 -- LC Amendment	View image in PDF format
02/10/2020 -- CORLCRACHG	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
10/05/2016 -- CORLCRACHG	View image in PDF format
03/13/2016 -- ANNUAL REPORT	View image in PDF format
04/10/2015 -- ANNUAL REPORT	View image in PDF format
05/21/2014 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 9.14

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and Cooper Creek Dental PL to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain 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: Cooper Creek Dental PL

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 agreement between the School District of Manatee County and Cooper Creek Dental PL to continue offering clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement Cooper Creek Dental, Board Date 061124

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Cooper Creek Dental PL

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Cooper Creek Dental PL, a Florida Limited Liability Company (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF,** Cooper Creek Dental PL and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 2/5/2024

By: _____

(Affiliate Authorized Signature)

Title: President

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Cooper Creek Dental PL

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

Jennifer Gilray, Ed.D.
Assistant Director

COOPCRE-01 KSCOLIERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
FDA Services Inc. 545 John Knox Road Suite 201 Tallahassee, FL 32303	PHONE (A/C, No, Ext): (800) 877-7597	FAX (A/C, No): (850) 681-9782
	E-MAIL ADDRESS: insurance@fdaservices.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Insurance	
INSURED	INSURER B :	
Cooper Creek Dental PLLC 8460 Cooper Creek Blvd #103 University Park, FL 34201	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		BZW58607018	6/18/2023	6/18/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
							MED EXP (Any one person)	$ 15,000
							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)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROPERTY			BZW58607018	6/18/2023	6/18/2024	CONTENTS	738,621

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

CERTIFICATE HOLDER	CANCELLATION
93 FLRPT, LLC 7978 COOPER CREEK BLVD C/O BENDERSON DEVELOPMENT CO LLC University Park, FL 34201	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

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES



This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

A. Designation Of Premises (Part Leased To You):
8460 Cooper Creek Blvd Ste 103

University Park
FL
34201-2019

B. Name Of Person Or Organization (Additional Insured):
93 FLRPT, LLC

7978 COOPER CREEK BLVD
C/O BENDERSON DEVELOPMENT CO LLC
UNIVERSITY PARK, FL 34201

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to Paragraph **C. Who Is An Insured** in **Section II - Liability:**

3. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

B. The following exclusions are added to **Section II - Liability:**

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

2. Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Schedule.

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Detail by Entity Name

Florida Limited Liability Company
COOPER CREEK DENTAL P.L.

Filing Information

Document Number	L08000093852
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State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/24/2008
Event Effective Date	NONE

Principal Address

8460 COOPER CREEK BLVD
SUITE 103
UNIVERSITY PARK, FL 34201

Changed: 02/16/2010

Mailing Address

8460 COOPER CREEK BLVD
SUITE 103
UNIVERSITY PARK, FL 34201

Changed: 02/16/2010

Registered Agent Name & Address

TK Registered Agent, Inc.
101 E. Kennedy Boulevard
Suite 2700
Tampa, FL 33602

Name Changed: 02/19/2021

Address Changed: 02/19/2021

Authorized Person(s) Detail

Name & Address

Title DR

MCAVOY, SHELLY D
8460 COOPER CREEK BLVD, STE 103
UNIVERSITY PARK, FL 34201

Title DR

MOONEY, ANN M
8460 COOPER CREEK BLVD, STE 103
UNIVERSITY PARK, FL 34201

Annual Reports

Report Year	Filed Date
2022	03/31/2022
2023	03/10/2023
2024	01/14/2024

Document Images

01/14/2024 -- ANNUAL REPORT	View image in PDF format
03/10/2023 -- ANNUAL REPORT	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
02/19/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
02/13/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/15/2013 -- ANNUAL REPORT	View image in PDF format
04/28/2012 -- ANNUAL REPORT	View image in PDF format
04/01/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
07/26/2009 -- ANNUAL REPORT	View image in PDF format
11/24/2008 -- LC Amendment	View image in PDF format
10/02/2008 -- Florida Limited Liability	View image in PDF format

AGENDA ITEM NO. 9.15

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and Corazon Santos Hvideberg DMD, PA to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain 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: Corazon Santos Hvideberg DMD, 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 agreement between the School District of Manatee County and Corazon Santos Hvideberg DMD, PA to continue offering clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement Corazon Santos Hvideberg DMD, Board Date 061124

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Corazon Santos Hvideberg DMD, PA

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Corazon Santos Hvideberg DMD, PA, a Florida profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF,** Corazon Santos Hvideberg DMD, PA and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 2/6/2024 By: [signature] DDS PA

(Affiliate Authorized Signature)

Title: DENTIST / OWNER

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Corazon Santos Hvideberg DMD, PA

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): 7/5/2023

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	CONTACT NAME: Maria Broyles	
Gracey-Backer Inc. 275 George Bush Boulevard Delray Beach FL 33444	PHONE (A/C, No, Ext): (561)276-6055	FAX (A/C, No): (561)265-0034
	E-MAIL ADDRESS: maria@gbifl.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Fortress Insurance Co	99998
INSURED Corazon Hvideberg DMD 1775 Arlington Street STE 1 Sarasota FL 34239	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL237551728 **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	COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			3092303	8/4/2023	8/4/2024	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 $ $ $ $ 3,000,000 $
	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 ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Claims made coverage form. Retro Date:08/04/1997

CERTIFICATE HOLDER

Insured Copy

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

Maria Broyles/SRA

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Detail by Entity Name

Florida Profit Corporation
CORAZON SANTOS HVIDEBERG DMD, PA

Filing Information

Document Number	P06000072688
FEI/EIN Number	20-4942710
Date Filed	05/24/2006
State	FL
Status	ACTIVE

Principal Address

1775 ARLINGTON STREET
SUITE 1
SARASOTA, FL 34239

Changed: 07/05/2008

Mailing Address

4934 Commonwealth Dr
Sarasota, FL 34242

Changed: 03/20/2021

Registered Agent Name & Address

HVIDEBERG, HARALD D
4934 Commonwealth Dr
Sarasota, FL 34242

Name Changed: 03/12/2012

Address Changed: 03/20/2021

Officer/Director Detail

Name & Address

Title Director/Owner

Hvideberg, Corazon
4934 Commonwealth Dr
Sarasota, FL 34242

Title D, T

Hvideberg, Harald
4934 Commonwealth Dr
Sarasota, FL 34242

Annual Reports

Report Year	Filed Date
2021	03/20/2021
2022	03/15/2022
2023	04/10/2023

Document Images

04/10/2023 -- ANNUAL REPORT	View image in PDF format
03/15/2022 -- ANNUAL REPORT	View image in PDF format
03/20/2021 -- ANNUAL REPORT	View image in PDF format
03/27/2020 -- ANNUAL REPORT	View image in PDF format
02/28/2019 -- ANNUAL REPORT	View image in PDF format
02/21/2018 -- ANNUAL REPORT	View image in PDF format
02/05/2017 -- ANNUAL REPORT	View image in PDF format
02/02/2016 -- ANNUAL REPORT	View image in PDF format
04/20/2015 -- ANNUAL REPORT	View image in PDF format
01/30/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format
03/12/2012 -- ANNUAL REPORT	View image in PDF format
01/11/2011 -- ANNUAL REPORT	View image in PDF format
02/07/2010 -- ANNUAL REPORT	View image in PDF format
01/30/2009 -- ANNUAL REPORT	View image in PDF format
07/05/2008 -- ANNUAL REPORT	View image in PDF format
02/19/2007 -- ANNUAL REPORT	View image in PDF format
05/24/2006 -- Domestic Profit	View image in PDF format

AGENDA ITEM NO. 9.16

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and Manatee Oral & Facial Surgery Center, LLC to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain 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: Manatee Oral & Facial Surgery Center, LLC

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 agreement between the School District of Manatee County and Manatee Oral & Facial Surgery Center, LLC to continue offering clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation with Manatee Oral & Facial Surgery Ctr, Board Date 061124

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Manatee Oral & Facial Surgery Center, LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Manatee Oral & Facial Surgery Center, LLC, a Florida Limited Liability Company. (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF,** Manatee Oral & Facial Surgery Center, LLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 2-5-2024

By: _____

(Affiliate Authorized Signature)

Title: Pandya

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Manatee Oral & Facial Surgery Center, LLC

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): 5/12/2023

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 Gracey-Backer Inc. 275 George Bush Boulevard Delray Beach FL 33444	CONTACT NAME: Kathy Warne PHONE (A/C, No, Ext): (561)276-6055 FAX (A/C, No): (561)265-0034 E-MAIL ADDRESS: kathyw@gbifl.com
INSURED Prashant Pandya DMD 5460 Lena Road Ste 102 Bradenton FL 34211	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: OMS National Insurance Co RRG — 44121 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2351250450 **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	COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR [X] Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			2001064	7/1/2023	7/1/2024	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 $ $ $ $ 3,000,000 $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Claims made coverage form. Retro Date: 07/01/2009

CERTIFICATE HOLDER

Insured Copy

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

Kathy Warne/KW

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Detail by Entity Name

Florida Limited Liability Company
MANATEE ORAL AND FACIAL SURGERY CENTER, LLC

Filing Information

Document Number	L09000021161
FEI/EIN Number	26-4374895
Date Filed	03/04/2009
Effective Date	03/03/2009
State	FL
Status	ACTIVE

Principal Address

5460 LENA ROAD
UNIT # 102
BRADENTON, FL 34211

Mailing Address

5460 LENA ROAD
UNIT # 102
BRADENTON, FL 34211

Changed: 01/09/2010

Registered Agent Name & Address

PANDYA, PRASHANT RDR.
5460 LENA ROAD
102
BRADENTON, FL 34211

Address Changed: 01/09/2010

Authorized Person(s) Detail

Name & Address

Title MGR

PANDYA, PRASHANT RDR
5460 LENA ROAD, SUITE 102
BRADENTON, FL 34211

Annual Reports

Report Year	Filed Date
2021	03/12/2021
2022	03/30/2022
2023	03/08/2023

Document Images

03/08/2023 -- ANNUAL REPORT	View image in PDF format
03/30/2022 -- ANNUAL REPORT	View image in PDF format
03/12/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
03/08/2019 -- ANNUAL REPORT	View image in PDF format
02/28/2018 -- ANNUAL REPORT	View image in PDF format
03/02/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
03/12/2015 -- ANNUAL REPORT	View image in PDF format
03/27/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- ANNUAL REPORT	View image in PDF format
03/31/2011 -- ANNUAL REPORT	View image in PDF format
01/09/2010 -- ANNUAL REPORT	View image in PDF format
03/04/2009 -- Florida Limited Liability	View image in PDF format

AGENDA ITEM NO. 9.17

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and Meadows Dental Associates, PA to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain 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: Meadows Dental Associates, 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 agreement between the School District of Manatee County and Meadows Dental Associates, PA to continue offering clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement Meadows Dental, Board Date 061124

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Meadows Dental Associates, PA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Meadows Dental Associates, PA and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 2-28-24 By: _____

(Affiliate Authorized Signature)

Title: V PRES

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Meadows Dental Associates, PA

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

Jennifer Gilray, Ed.D.
Assistant Director

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: 09/20/2023
Effective Date: 11/21/2023	**A Claims-Made Professional Liability Policy**
First Named Insured: **Mary I Porter DMD** **4987 Ringwood Meadow** **Sarasota, FL 34235**	**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: **Mary I Porter DMD**	
Specialty: **DDS01 - General Dentist**	
Policy Number:	Policy Period:
0964333	**From: 11/21/2023 To: 11/21/2024**
Retroactive Date:	Departure Period:
05/21/1986	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit:	$1,500,000
Aggregate Limit:	$4,500,000

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

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

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

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

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

185 Greenwood Road : P.O. Box 2900 : Napa, CA 94558-0900 : (707)226-0100 : (800)421-2368 : www.thedoctors.com



Detail by Entity Name

Florida Profit Corporation
MEADOWS DENTAL ASSOCIATES, P.A.

Filing Information

Document Number	K17900
FEI/EIN Number	65-0035352
Date Filed	03/07/1988
Effective Date	04/01/1988
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/11/1996
Event Effective Date	NONE

Principal Address

4987 RINGWOOD MEADOW
SARASOTA, FL 34235

Changed: 02/27/1997

Mailing Address

4987 RINGWOOD MEADOW
SARASOTA, FL 34235

Changed: 02/27/1997

Registered Agent Name & Address

Bledsoe, Eric, CPA, EA, QKA
2050 Proctor Rd
Suite F
SARASOTA, FL 34231

Name Changed: 03/08/2018

Address Changed: 03/08/2018

Officer/Director Detail

Name & Address

Title VP

PORTER, MARY I. DMD
4987 RINGWOOD MEADOW
SARASOTA, FL 34235

Title P

MCCABE D.M.D, TODD W
4987 RINGWOOD MEADOW
SARASOTA, FL 34235

Annual Reports

Report Year	Filed Date
2021	03/16/2021
2022	02/01/2022
2023	02/14/2023

Document Images

02/14/2023 -- ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
03/16/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
04/08/2019 -- ANNUAL REPORT	View image in PDF format
03/08/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
03/27/2014 -- ANNUAL REPORT	View image in PDF format
01/15/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
02/11/2011 -- ANNUAL REPORT	View image in PDF format
06/22/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
01/24/2008 -- ANNUAL REPORT	View image in PDF format
02/09/2007 -- ANNUAL REPORT	View image in PDF format
03/20/2006 -- ANNUAL REPORT	View image in PDF format
03/21/2005 -- ANNUAL REPORT	View image in PDF format
02/23/2004 -- ANNUAL REPORT	View image in PDF format
03/27/2003 -- ANNUAL REPORT	View image in PDF format
02/19/2002 -- ANNUAL REPORT	View image in PDF format
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07/26/1999 -- ANNUAL REPORT	View image in PDF format
04/23/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
04/12/1996 -- ANNUAL REPORT	View image in PDF format
04/04/1995 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM NO. 9.18

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and Bryan J. Morgan P.A. to Continue Offering Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain 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: Bryan J. Morgan P.A.

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 agreement between the School District of Manatee County and Bryan J. Morgan P.A. to continue offering clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement, Bryan J Morgan DDS, Board Date 061124

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Bryan J. Morgan, PA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 2/7/24

By: _____
(Affiliate Authorized Signature)

Title: OWNER

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Bryan J. Morgan, PA

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

Jennifer Gilray, Ed.D.
Assistant Director

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **02/13/2024**
Effective Date: **04/15/2024**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Bryan J Morgan DDS** **5714 21 Avenue West** **Bradenton, FL 34209**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Bryan J Morgan DDS**

Specialty: **DDS05 - Pediatric Dentistry**

Policy Number:	Policy Period:
1000084	**From: 04/15/2024 To: 04/15/2025**
Retroactive Date:	Departure Period:
04/15/2014	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit:	**$1,500,000**
Aggregate Limit:	**$4,500,000**

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

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

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

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

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



Detail by Entity Name

Florida Profit Corporation
BRYAN J. MORGAN, PA

Filing Information

Document Number	P14000015661
FEI/EIN Number	46-4884231
Date Filed	02/19/2014
Effective Date	02/18/2014
State	FL
Status	ACTIVE

Principal Address

5714 21ST AVENUE WEST
BRADENTON, FL 34209

Mailing Address

14011 11th Ter NE
Bradenton, FL 34212

Changed: 01/19/2023

Registered Agent Name & Address

Morgan, Bryan, Owner
14011 11th Ter NE
Bradenton, FL 34212-7409

Name Changed: 01/22/2024

Address Changed: 01/22/2024

Officer/Director Detail

Name & Address

Title P

Morgan, Bryan J
14011 11th Ter NE
Bradenton, FL 34212

Annual Reports

Report Year	Filed Date

2022	01/31/2022
2023	01/19/2023
2024	01/22/2024

Document Images

01/22/2024 -- ANNUAL REPORT	View image in PDF format
01/19/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
03/01/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
02/19/2017 -- ANNUAL REPORT	View image in PDF format
03/15/2016 -- ANNUAL REPORT	View image in PDF format
04/03/2015 -- ANNUAL REPORT	View image in PDF format
02/19/2014 -- Domestic Profit	View image in PDF format



Detail by Entity Name

Florida Profit Corporation
BRYAN J. MORGAN LWR, P.A.

Filing Information

Document Number	P19000010360
FEI/EIN Number	83-3999230
Date Filed	01/29/2019
Effective Date	01/28/2019
State	FL
Status	ACTIVE

Principal Address

11157 SR 70 E
LAKEWOOD RANCH, FL 34202

Mailing Address

11157 SR 70 E
LAKEWOOD RANCH, FL 34202

Registered Agent Name & Address

MORGAN, BRYAN J
11157 SR 70 E
LAKEWOOD RANCH, FL 34202

Officer/Director Detail

Name & Address

Title P

MORGAN, BRYAN J
11157 SR 70 E
LAKEWOOD RANCH, FL 34202

Annual Reports

Report Year	Filed Date
2021	01/18/2021
2022	01/26/2022
2023	01/19/2023

Document Images

01/19/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/18/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
01/29/2019 -- Domestic Profit	View image in PDF format

AGENDA ITEM NO. 9.19

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of Sole Source to Purchase Educational Impact (EI) Subscription, SDMC No. 25-0024-BS, Estimated in Amount of $75,000.00 (Title II Funds)

Executive Summary
Educational Impact (EI) is a national leader of developing and providing research proven, video-based, on-line professional learning for educators, paras, and administration.

All district staff will have an unlimited one (1) year subscription to EI's full Online Academy (all courses and programs in the Academy). Teachers, paras, and administrators use the library on a regular basis to meet district and state requirements. The essential set of support materials ensures that every staff member will be able to log in, watch, learn and discuss professional learning content. The subscription includes a video library (more than 600 hours of streaming), course catalog (more than 400 courses) with topics and courses that support the 40-hour Reading Renewal requirement. The subscription also includes customization of courses and a customized implementation plan.

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 July 01, 2024, through June 30, 2025.

Historical expenditures are as follows:

- 2023-2024 YTD $75,000.00 (7-1-2023-5-20-2024)
- 2022-2023 $75,000.00
- 2021-2022 $75,000.00

State Board Rule 6A-1.012(12)(d) states, "Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor."

Florida Statutes Section 1010.04(4)(a) states, "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

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

the school board."

The District has reviewed sole source information and has fully complied with all sole source requirements. Documentation is on file the purchasing department.

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

Ready 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 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

Recommendation
The Superintendent recommends the approval of sole source to purchase Educational Impact subscription, SDMC No. 25-0024-BS, estimated in amount of $75,000.00 (Title II Funds).

Financial Impact
The funding source for this expenditure is Title II funds and is included in the Curriculum and Professional Learning department proposed budget for 2024-2025.

Contact
Submitting Department: Curriculum and Professional Learning

Initiated By: Alison Nichols

Attachments:
Educational Impact Sole Source 2024

EducationalImpact
270 Pennbrook Parkway, Lansdale, PA 19446
Voice: 215.672.2093 – Fax: 215.672.7301
toll free: 800.859.2793 web: www.educationalimpact.com e-mail: info@educationalimpact.com

April 2024

To Whom It May Concern:

Per your request I am sending you verification that Educational Impact is the sole producer and provider of the Educational Impact Online Professional Development Academy which includes over 400 customized courses. Please open the following link (www.educationalimpact.info/courses) for a list of all the courses.

If you should have any questions, please do not hesitate to call me at 215-534-0899.

Best Regards,



George Elias
President and CEO
Educational Impact Inc

AGENDA ITEM NO. 9.20

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title

Approval of Sole Source to Purchase Ellevation and Strategies Software and Services, SDMC No. 25-0036-BS, Estimated in the Amount of $225,000.00 (Title IV Funds)

Executive Summary

Curriculum Associates' Ellevation and Strategies offers a set of research-based instructional practices and activities to help classroom teachers plan instruction and help ELLs acquire language while mastering grade-level content. In addition to our software subscriptions, Ellevation offers a suite of training solutions designed to ensure and maximize the value and benefits of their products. They offer a range of synchronous and asynchronous training options, including on-demand videos, online workshops, and in-person trainings.

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 periods are September 1, 2024, through August 31, 2025.

Historical Expenditures are as follows:

- YTD 2023-2024 $168,267.00
- 2022-2023 $100,000.00

State Board Rule 6A-1.012(12)(d) states: "Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor."

Florida Statutes Section 1010.04(4)(a) ”The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

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

The District has reviewed sole source information and has fully complied with all sole source requirements. Documentation is on file the purchasing department.

The supplier is Curriculum Associates, North Billerica, MA, Florida Document No. M12000004972.

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

Recommendation
Approval of sole source to purchase Ellevation and Strategies software and services, SDMC No. 25-0036-BS, estimated in the amount of $225,000.00 (Title IV Funds).

Financial Impact
The funding source for these expenditures will be Title IV funds and is included in the Federal Programs & Grants Department proposed budget for the 2024-2025.

Contact
Submitting Department: Federal Programs and Grants

Initiated By: Laurie Breslin

Attachments:
CA Ellevation Sole Source 2024

Indispensable Tools for Today's ELL Professionals

SOLE SOURCE STATEMENT

Jan 19, 2024

To Whom It May Concern,

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We have done extensive market research and confirm there is/are no other like products or services available for purchase that would serve the same purpose or function for the above-named product or service.

Please let us know if you have any questions. Our contact information is below.

Sincerely,



Teddy Rice
President and Co-Founder
Ellevation Education
50 Milk Street, Floor 20
Boston, MA 02109
sales@ellevationeducation.com

AGENDA ITEM NO. 9.21

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Bid on Plumbing Services, SDMC No. 25-0010-KD, Estimated in the Amount of $650,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued an invitation to bid for plumbing services to support facilities maintenance and operations. The bid will be utilized for repairs, maintenance, back flow certification testing, and other products and services, as needed. Due to prevailing market trends, there has been a rise in both the hourly wages and the cost of materials for these products and services. Consequently, the district expects a surge in overall expenses. The District will also engage external suppliers to provide contracted services due to the anticipated workload and as a result of challenges faced in recruiting personnel.

This bid is recommended for award to:

- Ackerman Plumbing, Inc., Sarasota, Florida, Florida Document No. P04000072108
- Richard's Plumbing Repair, Inc., Bradenton, Florida, Florida Document No. L32956
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of July 1, 2024 through June 30, 2025, with two additional one (1) year renewals through June 30, 2027.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Historical Expenditures are as follows:

- YTD 2023-2024 (July 1, 2023, thru May 20, 2024) $432,035.23
- 2022-2023 $384,131.11
- 2021-2022 $279,071.08

Approval of this bid and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval of the bid on plumbing services, SDMC No. 25-0010-KD, estimated in the amount of $650,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is Capital, and other District funds as needed and is included in the proposed budgets for 2024-2025.

Contact
Submitting Departments: Maintenance and Operations

Initiated By: Todd Henson

Attachments:
250010t

NOTICE OF INTENT TO AWARD

BID ON PLUMBING SERVICES, SDMC No. 25-0010-KD

CONTRACT PERIOD: JULY 1, 2024 THROUGH JUNE 30, 2025

BOARD APPROVAL ON JUNE 11, 2024

TABULATION OF BIDS ON PLUMBING SERVICES, SDMC No. 25-0010-KD

Bids Due: 3:00 p.m., TUESDAY, MAY 7, 2024

Bidder's Name	1. Licensed Journeyman Standard Hours Regular time		2. Licensed Journeyman Non Standard Hours		3. General Laborer Standard Hours Regular time		4. General Laborer Non Standard Hours	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Ackerman Plumbing Inc.	$125.00		$187.50		$50.00		$75.00	
Richard's Plumbing Repair, Inc. DBA Richard's Plumbing and Electric	$85.00		$110.00		$45.00		$70.00	

Bidder's Name	5. Material		6. Rental of Equipment		7. Contractor Owned Equipment Smoke Test Equipment		7. Contractor Owned Equipment Camera System to Video Pipes for Leaks	
	Percentage Markup	Notes	Percentage Markup (maximum 10%)		Hourly Rate Daily Rate	Notes	Hourly Rate Daily Rate	Notes
Ackerman Plumbing Inc.	15%		10%		$150.00		$400.00	
					$1,200.00		$1,275.00	
Richard's Plumbing Repair, Inc. DBA Richard's Plumbing and Electric	15%		10%		$125.00		$125.00	
					$1,000.00		$1,000.00	

Bidder's Name	7. Contractor Owned Equipment Other		7. Contractor Owned Equipment Other		7. Contractor Owned Equipment Other		7. Contractor Owned Equipment Other	
	Hourly Rate Daily Rate	Notes	Hourly Rate Daily Rate	Notes	Hourly Rate Daily Rate	Notes	Hourly Rate Daily Rate	Notes
Ackerman Plumbing Inc.	$500.00	1	$300.00	2	$150.00	3	$150.00	4
	$1,500.00		$1,000.00		$1,200.00		$1,200.00	
Richard's Plumbing Repair, Inc. DBA Richard's Plumbing and Electric	$300.00	5	$300.00	6	$60.00	7	$100.00	8
	$2,400.00		$2,400.00		$480.00		$800.00	

Bidder's Name	8. Use of Subcontractors	
	Percentage Markup (maximum 10%)	Notes
Ackerman Plumbing Inc.	10.00%	
Richard's Plumbing Repair, Inc. DBA Richard's Plumbing and Electric	10.00%	

TABULATION OF BIDS ON PLUMBING SERVICES, SDMC No. 25-0010-KD

Bids Due: 3:00 p.m., TUESDAY, MAY 7, 2024

Bidder's Name	9a. Certification of Back Flow Device 3/4"		b. Certification of Back Flow Device 1"		c. Certification of Back Flow Device 1 1/4"		d. Certification of Back Flow Device 1 1/2"	
	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes
Ackerman Plumbing Inc.	$125.00		$125.00		$125.00		$125.00	
Richard's Plumbing Repair, Inc. DBA Richard's Plumbing and Electric	$40.00		$40.00		$75.00		$75.00	

Bidder's Name	e. Certification of Back Flow Device 2"		f. Certification of Back Flow Device 3"		g. Certification of Back Flow Device 4"		h. Certification of Back Flow Device 5" or Larger	
	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes
Ackerman Plumbing Inc.	$125.00		$125.00		$125.00		$125.00	
Richard's Plumbing Repair, Inc. DBA Richard's Plumbing and Electric	$75.00		$100.00		$100.00		$100.00	

NOTES:
1. Harben Hydro Jetter (pull behind)
2. Rigid Jetter (small)
3. Excavator
4. Spartan Drain Machine
5. Excavator/Tractor
6. Sewer Jetter
7. K60 Machine
8. Mud Hog Pump

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under

AGENDA ITEM NO. 9.22

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Bid on Bleacher Repair Services, SDMC No. 25-0011-KD, Estimated in the Amount of $400,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued an invitation to bid for bleacher repair services for indoor and outdoor bleachers and basketball backstops. This bid will be utilized for repairs, maintenance, and other products and services, as needed. Due to prevailing market trends, there has been a rise in both the hourly wages and the cost of materials for these products and services. Consequently, the District expects a surge in overall expenses.

This bid is recommended for award to:
- Lyle Bleachers Inc., Tampa, Florida, Florida Document No. P97000027604
- SSE and Associates, Inc., New Smyrna Beach, Florida, Florida Document No. P94000058513
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of July 1, 2024, through June 30, 2027, with one additional two (2) year renewal through June 30, 2029.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Historical Expenditures are as follows:

- YTD 2023-2024 (July 1, 2023, thru May 20, 2024) $123,359.39
- 2022-2023 $123,014.64
- 2021-2022 $112,608.85

Approval of this bid and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval of the bid on bleacher repair services, SDMC No. 25-0011-KD, estimated in the amount of $400,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General, Capital, and other District funds as needed and is included in the proposed budgets for 2024-2025.

Contact
Submitting Departments: Maintenance and Operations
Initiated By: Todd Henson

Attachments:
250011t

NOTICE OF INTENT TO AWARD

BID ON BLEACHER REPAIR SERVICES, SDMC No. 25-0011-KD

CONTRACT PERIOD: JULY 1, 2024 THROUGH JUNE 30, 2027

BOARD APPROVAL ON JUNE 11, 2024

TABULATION OF BIDS ON BLEACHER REPAIR SERVICES, SDMC No. 25-0011-KD

Bids Due: 3:00 p.m., FRIDAY, MAY 10, 2024

Bidder's Name	Group A: Repair Outdoor Bleachers				Group B: Repair Indoor Bleachers			
	1. Labor: Hourly Rate Standard Hours Regular time		2. Labor: Hourly Rate Non Standard Hours		3. Labor: Hourly Rate Standard Hours Regular time		4. Labor: Hourly Rate Non Standard Hours	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Lyle Bleachers, Inc.	$80.00		$85.00		$80.00		$85.00	
SSE and Associates, Inc.	$115.00		$150.00		$115.00		$150.00	

Bidder's Name	Group C: Basketball Backstops			
	5. Labor: Hourly Rate Standard Hours Regular time		6. Labor: Hourly Rate Non Standard Hours	
	Hourly Rate	Notes	Hourly Rate	Notes
Lyle Bleachers, Inc.	$80.00		$85.00	
SSE and Associates, Inc.	$115.00		$150.00	

Bidder's Name	Group D: Material					
	7. Material Outdoor Bleacher		8. Material Indoor Bleacher		9. Material Basketball Backstops	
	Percentage Markup	Notes	Percentage Markup	Notes	Percentage Markup	Notes
Lyle Bleachers, Inc.	5%		5%		5%	
SSE and Associates, Inc.	20%		20%		20%	

Bidder's Name	10. Rental of Equipment		11. Contractor Owned Equipment Other		11. Use of Subcontractors	
	Percentage Markup - Maximum 10%	Notes	Hourly/Daily Rate	Notes	Percentage Markup Maximum 10%	Notes
Lyle Bleachers, Inc.	5%		N/A		5%	
SSE and Associates, Inc.	10%		$150.00/$600.00 $125.00/$500.00	1	10%	

Notes:
1. Scissor Lift $150.00 hourly, $600.00 daily. Welder $125.00 hourly, $500.00 daily.

Emergency Contact Information	
Lyle Bleachers	
Jeffrey Lyle	813-267-9184

Emergency Contact Information	
SSE and Associates, Inc.	
Jerry Silva	407-509-6131

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under

AGENDA ITEM NO. 9.23

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of Contract Amendment to Purchase Busology (formerly Tripspark) School Bus Routing Maintenance and Support, SDMC No. 17-0022-SM, Estimated in the Amount of $322,216.57 Annually (Multiple Funding Sources)

Executive Summary
On June 22, 2021, the Board approved a 3-year contract amendment with Tripspark (now Busology) for the purchase of products, maintenance and support, and services for the District's school bus routing system through June 30, 2024. The District is requesting approval for an amendment to the contract to allow for one (1) additional year through June 30, 2025, with the option for a one (1) year renewal through June 30, 2026. The software maintenance services and support fees encompass ongoing GPS related service and support fees, ongoing transportation software service and support fees, hardware extended warranty, training, etc. as outlined in the contract amendment.

The District reduced the number of school bus units under this amendment to align with the current and anticipated bus fleet. The District will also purchase 100 additional units with services to place on white fleet vehicles. These additional white fleet units will allow for GPS monitoring and services on the currently utilized vehicles. Additional products and services may be purchased as needed throughout the contract period.

The estimated annual costs for the respective years of the amendment are listed below:

July 1, 2024 - June 30, 2025: $322,216.57
July 1, 2025 - June 30, 2026: $305,491.06

The contract is with Trapeze Software Group, Inc. DBA Busology Tech (formerly TripSpark Technologies), Cedar Rapids, IA, Florida Document No. F13000001382.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Historical Expenditures are as follows:

- YTD 2023-2024 (July 1, 2023, thru May 23, 2024) $259,650.68
- 2022-2023 $258,621.66
- 2021-2022 $250,762.52

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.

Florida Administrative Code Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.” The foregoing rule contains a scrivener's error as the relevant statute defining "information technology" is Section 282.0041, Florida Statutes.

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

Ready To Grow | Goal 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 of contract amendment to purchase Busology (formerly Tripspark) school bus routing maintenance and support, SDMC No. 17-0022-SM, estimated in the amount of $322,216.57 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General, Capital, and other District funds as needed and is included in the proposed budget for 2024-2025.

Contact
Submitting Departments: Transportation and Vehicle Maintenance
Initiated By: Jamie Warrington

Attachments:
Final Proposed Manatee License Agreement Amendment 8 for operational metrics change and extension 52324

SOFTWARE LICENSE AGREEMENT AMENDMENT 8

THIS AMENDMENT is made effective this _____day of _____, 2024 between:

1. **Trapeze Software Group, Inc. a Delaware corporation d.b.a. Busology Tech formerly d.b.a. TripSpark Technologies** with a place of business at 5265 Rockwell Dr. NE., Cedar Rapids, Iowa 52402 USA. ("Trapeze" or "Busology" or "Busology"); and

2. **School District of Manatee County ("Manatee County Schools")** with its place of business at 215 Manatee Avenue W., Bradenton, FL. 34205 USA. ("Licensee").

WHEREAS Busology and Licensee intend to amend the Software License and Maintenance Agreement dated June 29, 2016 and as further amended (collectively, the "Agreement"), in order to add one hundred (100) third party plug and play CalAmp units ("Third Party Equipment'), to increase the operational metrics of licensed use by Licensee for the third party VEO Now Software from up to three hundred and nineteen (319) total vehicles to up to three hundred and seventy five (375) total vehicles, and the Third Party Equipment extended warranty support ("Third Party Equipment Extended Warranty") from up to three hundred and nineteen (319) CalAmp units to up to two hundred and seventy five (275) CalAmp units; and

WHEREAS Busology and Licensee intend to further amend the Agreement to decrease the operational metrics of licensed use for the third party VEO Now School View Software from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, decrease VEO Now Student Tracking from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, decrease VEO Now Tablet Software from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, and to decrease VEO Now ECM Interface Software from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, under the scope of the Agreement.

NOW THEREFORE Busology and Licensee agree as follows:

Amendment to Agreement

1. The parties agree to the addition of one hundred (100) third party plug and play CalAmp units as defined above under the scope of the Agreement. As a result of the addition of the one hundred (100) third party plug and play CalAmp GPS units, Licensee shall pay corresponding fees to Busology, in accordance with Exhibit B-8, attached hereto.

2. The parties agree that a manufacturer's warranty only is provided for the additional one hundred (100) third party plug and play CalAmp units.

3. The parties agree the one hundred (100) third party plug and play CalAmp units shall be deemed accepted by Customer upon drop shipped delivery to Customer location.

4. The parties agree to increase the operational metrics of licensed use by Licensee for the third party VEO Now Software from up to three hundred and nineteen (319) total vehicles to up to three hundred and seventy five (375) total vehicles, and the Third Party Equipment extended warranty support ("Third Party Equipment Extended Warranty") from up to three hundred and nineteen (319) CalAmp units to up to two hundred and seventy five (275) CalAmp units. The parties also agree to decrease the operational metrics of licensed use for the third party VEO Now School View Software from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, decrease VEO Now Student Tracking from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, decrease VEO Now Tablet Software from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, decrease VEO Now ECM Interface Software from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, effective July 1, 2024. Therefore, Exhibit A-7 under the Agreement is therefore deleted in its' entirety and replaced by the Exhibit A-8, attached hereto.

5. The parties agree as a result of the increase of the operational metrics of licensed use by Licensee for the third party VEO Now Software from up to three hundred and nineteen (319) total vehicles to up to three hundred and seventy five (375) total vehicles, and the Third Party Equipment extended warranty support ("Third Party Equipment Extended Warranty") from up to three hundred and nineteen (319) CalAmp units to up to two hundred and seventy five (275) CalAmp units, and the decrease in the operational metrics of licensed use for the third party VEO Now School View Software from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, the decrease of the VEO Now Student Tracking from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, the decrease of VEO Now Tablet Software from up to two hundred and nineteen (219) vehicles to up to one hundred and seventy five (175) vehicles, and the decrease of the VEO Now ECM Interface Software from up to two hundred and nineteen

(219) vehicles to up to one hundred and seventy five (175) vehicles as described under this Amendment 8, Licensee shall pay maintenance fees to Busology in accordance with Exhibit B-8, attached hereto.

6. All other terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Software License Agreement Amendment 8 to be signed by their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC	**SCHOOL DISTRICT OF MANATEE COUNTY**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A-8

Software:

Software	Configuration	Maintenance Fees	License Date
VEO Transportation Software	**For use with up to 42,300 students eligible for transportation**	**$47,779.00**	**June 29, 2016**
VEO InfoShare Software	**For up 52,000 total students**	**$9,860.40**	**June 29, 2016**
Fleet Runner Software	**Unlimited users**	**$4,725.00**	**June 29, 2016**
VEO Link Software	**For use with unlimited vehicles**	**$789.48**	**June 29, 2016**

Third Party Software:

Software	Configuration	Maintenance Fees	License Date
VEO NOW Software	**For up to 175 transportation vehicles** **For 200 white fleet vehicles**	**$67,032.00** **$65,592.00**	**June 29, 2016** **August 23, 2017**
VEO Now School View Software	**For up to 175 vehicles**	**$4,851.00**	**August 23, 2017**
VEO Now Student Tracking Software	**For up to 175 vehicles**	**$11,949.00**	**May 10, 2018**
VEO Now Tablet Software	**For up to 175 vehicles**	**$11,949.00**	**May 10, 2018**
VEO Now ECM Interface Software	**For up to 175 vehicles**	**$4,809.00**	**June 19, 2019**
WheresTheBus Parent App	**For all students eligible for transportation**	**$46,311.85**	**May 10, 2018**

Notes:

1. The maintenance fees for the Third-Party Software products and Busology Software products as listed in Exhibit A-8 are annual fees listed for a period of July 1, 2024 - June 30, 2025, only.
2. Future maintenance beyond June 30, 2025, shall be subject to program availability and then current Busology pricing.

EXHIBIT B-8
Summary of Pricing and Payment Schedule

1.0 Ongoing Maintenance and Hosting Services Fees:

***For the period of July 1, 2024 – June 30, 2025**	VEO Transportation Software Maintenance = $47,779 VEO InfoShare Software Maintenance = $9,860.40 FleetRunner Suite Maintenance = $4,725 VEO Link Software Maintenance = $789.48 VEO Annual Hosting Fees = $8,988.84 VEO Now for up to 175 vehicles @ $31.92 per vehicle per month = $67,032 VEO Now for up to 200 white fleet vehicles @ $27.33 per vehicle per month = $65,592 VEO Now School View for up to 175 vehicles @ $2.31 per vehicle per month = $4,851 VEO Now Student Tracking for up to 175 vehicles @ $5.69 per vehicle per month = $11,949 VEO Now Tablet Software for up to 175 vehicles @ $5.69 per vehicle per month = $11,949 VEO Now ECM Interface for up to 175 vehicles @ $2.29 per vehicle per month = $4,809 Extended hardware warranty for up to 175 vehicles = $2,100 Extended hardware warranty for up to 100 white fleet vehicles = $1,200 WheresTheBus Parent App @ $46,311.85 Note - The additional 100 new CalAmps purchased for the white fleet units with this Agreement Amendment #8 will require the extended warranty in year 2 (the new optional renewal period of July 1, 2025- June 30, 2026)
****For the optional renewal period of July 1, 2025 - June 30, 2026**	VEO Transportation Software Maintenance = $50,167.95 VEO InfoShare Software Maintenance = $10,353.42 FleetRunner Suite Maintenance = $4,961.25 VEO Link Software Maintenance = $828.95 VEO Annual Hosting Fees = $9,438.28 VEO Now @ $32.88 per vehicle per month VEO Now @ $28.15 per vehicle per month VEO Now School View @ $2.38 per vehicle per month VEO Now Student Tracking @ $5.86 per vehicle per month VEO Now Tablet Software @ $5.86 per vehicle per month. VEO Now ECM Interface @ $2.36 per vehicle per month Extended hardware warranty @ $12 per vehicle per year WheresTheBus Parent App @ $47,701.21

2.0 Third Party Service Fees:

Services	Service Fees
**MDT cellular data plan fees for up to 50 vehicles that park offsite @ $10.30 per vehicle per month for up to 50 vehicles for the period of July 1, 2024 - June 30, 2025	$6,180.00
***One time cell activation fees for the 100 ODB2 plug and play CalAmp units for the white fleet @ $25 each.	$2,500.00
Optional renewal period – The MDT cellular data plan fees for the **optional renewal period of July 1, 2025 - June 30, 2026**, shall be charged @ $10.61 per vehicle per month for up to 50 vehicles.	$6,366.00

3.0 Training Fees:

Services	Service Fees
Up to 4 days of training and or consulting services for either the VEO Transportation Software or for the FleetRunner Software @ $1,400 per day for the period of July 1, 2024 – June 30, 2025.	$5,600.00

- **Note -** Training services beyond June 30, 2025, shall be subject to the then current Busology pricing.

4.0 Equipment Fees:

Services	Service Fees
***100 ODB2 plug and play CalAmps for white fleet @ $200 each	$20,000.00

Note:

- *Ongoing maintenance, Hosting Services and Extended warranty fees totaling $287,936.57 is due and payable prior to July 31, 2024.
- **The third party service fees for the MDT cellular data plan ($6,180.00) for the period of July 1, 2024 – June 30, 2025, are due and payable prior to July 31, 2024.
- ***Third Party Equipment fees and the one time cellular activation fees are due within thirty (30) days of drop ship delivery of Third Party Equipment to Licensee location.
- ****Annual Maintenance, Hosting Services, and third-party service fees for the optional renewal period of July 1, 2025 – June 30, 2026, are due and payable prior to July 31, 2025.
- Annual Software maintenance, Hosting Services, and third-party service fees beyond June 30, 2025, shall be subject to program availability and then current Busology pricing.
- Pricing expires July 1, 2025.
- Training services for the period of July 1, 2024- June 30, 2025, will be invoiced as performed or at the end of the period as identified in this Exhibit B-8, Item 3, whichever comes first. Training services beyond June 30, 2025, shall be subject to the then current Busology pricing

EXHIBIT C-8
Statement of Work

The following information defines the training services to be provided by Busology for the Licensee's use of the Busology VEO Transportation Software and the Busology FleetRunner Software as determined by the Licensee.

This Statement of Work (SOW) provides details concerning the specific service items and the effort required to support the overview tasks listed above.

Overview

1. Training and/or consulting
2. MDT Cellular Data Plan
3. Procure and deliver third party Equipment.
4. Cellular Activation for CalAmps

Training services:

Up to four (4) days of training and / or consulting services may occur during the period of July 1, 2024- June 30, 2025. This training and / or consulting service related to the use of the VEO Transportation Software, or the FleetRunner Software may occur remotely or in person. Remote service may occur in three (3) hour half day sessions or in six (6) hour full day sessions. A full day of training or consulting services is considered a maximum of six (6) hours. In person service may only occur in full day sessions and will require that all travel and expenses incurred during any in person training be the responsibility of the Licensee, no matter who travels.

Training sessions will be invoiced as they occur. If the four (4) days of training for the one-year period have not been completely by the period ending June 30, 2025, the Licensee will still be invoiced and will still be responsible for full training service charges committed to within this Agreement.

Cellular Data Plan:

Busology will manage the MDT cellular data plan for up to fifty (50) vehicles that park offsite in order that they are able to receive nightly transportation data updates necessary for proper daily use.

Third Party Equipment:

Busology will procure one hundred (100) third party ODB2 CalAmps for use with white fleet. Busology will drop ship said Equipment to Licensee's designated location. Licensee will be responsible for installing Third Party Equipment as needed.

Cellular Activation:

Busology will activate the one hundred (100) third party ODB2 Plug and Play CalAmp units with cell service for use with the VEO Now Software products

AGENDA ITEM NO. 9.24

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of Sugg Middle School - Replacement - Change Orders 7 and 8 - Agreement Between Owner and Willis Smith Construction, Inc. - Return of Unspent Direct Material Purchase (DMP) Funds in the Amount of $372,940.35 (Capital Funds)

Executive Summary
The purpose of the requested action is to modify the Guaranteed Maximum Price (GMP) by the amount of Change Order 7 to reflect the reconciliation of material cost estimates to the actual Direct Material expenditures. Unspent funds and associated sales tax are returned to the Construction Manager (CM). There is no additional cost to close out Direct Material Purchases (DMP) and return balances to the Construction Manager (CM).

To date, with these change orders, the District has saved $626,743.09 related to sales tax.

The Sugg Middle School Replacement 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 Sugg Middle School - Replacement - Change Orders 7 and 8 - Agreement between Owner and Willis Smith Construction, Inc., return of unspent Direct Material Purchase (DMP) Funds, in the amount of $372,940.35 (Capital Funds).

Financial Impact
The amount of Change Order 7 is $351,830.53, and the amount of Change Order 8 is $21,109.82. The revised Guaranteed Maximum Price is $39,040,712.95 and is included in the total project budget of $57,100,000.00. **The project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Sugg MS Replacement Summary Sheet
Sugg MS Replacement CO 7 & 8

Sugg Middle School Replacement Project

PROJECT DIRECTOR: Reginald L. Goff, Sr.

ARCHITECT/ENGINEER:	Harvard Jolly Architects	Selected because AE designed prototype.
CONSTRUCTION MANAGER:	Willis A. Smith Construction	Selected through the Request for Qualifications process.
BUILDING OFFICIAL:	GFA International, Inc.	Selected through the Request for Qualifications process.
PROJECT BUDGET:	$57,100,000.00	Total Project Budget (3/24/2020)
	$45,000,000.00	Place Holder

HISTORY: Staff has been directed to take the Dr. Mona Jain MS prototye with 1165 student stations and construct on the existing 19.98 +/- acre site located at the intersection of 59th Street West and 38th Avenue West in West Bradenton, Florida.

SCOPE:

The scope of the work consists of the construction of the new Dr. Mona Jain MS two story protype brick veneer facility containing 1165 student stations and all improvments required for a functioning learning environment for grades sixth through eighth onto the existing 19.98+/- acre site and upon completion demolish the existing building now located at the intersection of 59th Street West and 38th Avenue West, Bradenton, Florida. The building will feature 21st century classroom technology, security systems limited public acccess, highly visibility monitoring for administration. Additional work includes: Construction cost increase, Castaldi, Asbestos testing and abatement, Demo of existing campus & site restoration, Working on active campus, Relocationg portables and programs, Traffic and offsite improvements and Food service equipment.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	September 4, 2019		FS 1013.45.4 Prototype
Agreement:	1,981,400.00	March 24, 2020	Approved	Architectural/Engineering Services
Phase I Plans:	$0	July 28, 2020	Approved	Schematic Design
Letter of Commitment:	$0	July 28, 2020	Approved	Schematic Design
Phase II Plans:	$0	October 13, 2020	Approved	Design Development
Letter of Commitment:	$0	October 13, 2020	Approved	Design Development
Phase III Plans:	$0	March 9, 2021	Approved	Construction Documents
TOTAL	$1,981,400.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 12, 2019	Approved	
Agreement:	177,100.00	March 24, 2020	Approved	Pre-Construction Services
Amend 1:	973,357.00	June 9, 2020	Approved	Partial Guaranteed Maximum Price
Letter of Commitment:	$0	July 28, 2020	Approved	Schematic Design
Partial Sub Completion:	$0	August 25, 2020	Approved	Relocation of 15 Portables - 7/29/20
Letter of Commitment:	$0	October 13, 2020	Approved	Design Development
Amend 2:	47,672,228.00	March 9, 2021	Approved	Guaranteed Maximum Price
Change Order 1:	(8,255,147.44)	August 24, 2021	Approved	Deduct Direct Material Purchases
Change Order 2:	$0	August 24, 2021	Approved	Sales Tax Savings redistributed back in Unforeseen Conditions Fund $497,108.85.
Change Order 3:	(1,651,382.35)	February 8, 2022	Approved	Deduct Direct Material Purchases
Change Order 4:	(99,932.93)	February 8, 2022	Approved	Sales Tax Savings
Change Orders 5:	(139,858.19)	October 11, 2022	Approved	Reconcile Direct Material Purchases
Change Orders 6:	(8,591.49)	October 11, 2022	Approved	Reconcile Sales Tax Savings
Sub Completion:	$0	January 10, 2023	Approved	Substantial Completion - New Replacement School
Sub Completion:	$0	December 12, 2023	Approved	Substantial Completion - Final
Change Orders 7:	351,830.53	June 11, 2024	Pending	Reconcile Direct Material Purchases
Change Orders 8:	21,109.82	June 11, 2024	Pending	Reconcile Sales Tax Savings
Change Orders 9:	(2,470,392.73)	June 11, 2024	Pending	Final Change Order
	36,570,320.22			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	June 23, 2020	Approved	
Agreement:	374,440.00	July 28, 2020	Approved	Plans Review & Permitting Services
TOTAL	$374,440.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Presentation		October 13, 2020	n/a	Design Development Documents
Workshop		July 9, 2020	n/a	Schematic Design Energy Model Update
Easement		August 25, 2020	Approved	Permanent Utilitiy Easement (FPL)
Demolition		February 23, 2021	Approved	Ed Plant Survey 5.4

SCHOOL BOARD OF MANATEE COUNTY
Department of Capital Projects
Change Order

PROJECT Sugg Middle School
3801 59th Street West
Bradenton, FL 34209
TO: (Contractor):
Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd North
Sarasota, FL 34240

CHANGE ORDER NUMBER: 7
CHANGE ORDER DATE:
ARCHITECT'S PROJECT NO: N/A
CONTRACT FOR: General Construction
CONTRACT DATE: March 24, 2020

You are directed to make the following changes in this Contract:
Deduct the value of Owner Purchase Orders written per Direct Material Purchase Program:

DMP MATERIAL

Return Balance	Direct Material Purchase	Integrated Door	PO 50378	$	14,316.00
Return Balance	Direct Material Purchase	HD Supply/White Cap	PO 50376	$	136,375.72
Return Balance	Direct Material Purchase	Cemex, Inc.	PO 50377	$	2,882.15
Return Balance	Direct Material Purchase	Scranton Products	PO 58753	$	2,127.77
Return Balance	Direct Material Purchase	Hajoca Corp/Hughes Supply	PO 50745	$	1.39
Return Balance	Direct Material Purchase	Anixter, Inc.	PO 54255	$	20,468.78
Return Balance	Direct Material Purchase	Electric Supply of Tampa	PO 66182	$	146.08
Return Balance	Direct Material Purchase	Commercial Air Management	PO 52029	$	30,200.00
Return Balance	Direct Material Purchase	County Materials	PO 53803	$	13,017.28
Return Balance	Direct Material Purchase	Atlantic TNG	PO 53801	$	6,454.00
Return Balance	Direct Material Purchase	Atlantic TNG	PO 53804	$	2,142.00
Return Balance	Direct Material Purchase	Commercial Products	PO 52028	$	4,800.00
Return Balance	Direct Material Purchase	Viracon, Inc.	PO 54257	$	76,681.70
Return Balance	Direct Material Purchase	Oldcastle APG South	PO 54023	$	5,489.58
Return Balance	Direct Material Purchase	L & W Supply Corporation	PO 59033	$	33,971.84
Return Balance	Direct Material Purchase	Reliable Automatic Sprinkler Co.	PO 61398	$	119.29
Return Balance	Direct Material Purchase	Sarasota Paint	PO 64366	$	618.10
Return Balance	Direct Material Purchase	SiteOne Landscaping	PO 64369	$	14.41
Return Balance	Direct Material Purchase	Foundation Building Materials	PO 66204	$	23.70
Return Balance	Direct Material Purchase	Foundation Building Materials	PO 66205	$	836.80
Return Balance	Direct Material Purchase	Tarkett	PO 66181	$	1,143.94
	Total of Summary			**$**	**351,830.53**

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 was.....	$	177,100.00
Net Changes by previously authorized Change Orders and/or Amendments	$	38,490,672.60
The Guaranteed Maximum Price prior to the Change Order was.....	**$**	**38,667,772.60**
The Guaranteed Maximum Price will be [INCREASED] by this Change Order.....	$	351,830.53
The new Guaranteed Maximum Price including this Change Order will be.....	$	39,019,603.13
The Contract time will be unchanged by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is August 7, 2023.		

Harvard Jolly, Inc.	Willis A. Smith Construction, Inc.	School Board of Manatee County
Architect KT	Construction Manager	Owner
2714 Martin Luther King Jr. St. N.	5001 Lakewood Ranch Blvd N	1 Matzke Way
St. Petersburg, FL 33704	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 05/03/2024	Date: 5/1/2024	Date:

RG 05/03/2024

SCHOOL BOARD OF MANATEE COUNTY
Department of Capital Projects
Change Order

PROJECT Sugg Middle School
3801 59th Street West
Bradenton, FL 34209

TO: (Contractor):
Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd North
Sarasota, FL 34240

CHANGE ORDER NUMBER: 8

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: March 24, 2020

You are directed to make the following changes in this Contract.
Deduct tax savings associated with the value of Owner Purchase Orders written per Direct Material Purchase Program:

Return Balance Sales Tax	Integrated Door	PO 50378	$	858.96
Return Balance Sales Tax	HD Supply/White Cap	PO 50376	$	8,182.54
Return Balance Sales Tax	Cemex, Inc.	PO 50377	$	172.93
Return Balance Sales Tax	Scranton Products	PO 58753	$	127.67
Return Balance Sales Tax	Hajoca Corp/Hughes Supply	PO 50745	$	0.08
Return Balance Sales Tax	Anixter, Inc.	PO 54255	$	1,228.12
Return Balance Sales Tax	Electric Supply of Tampa	PO 66182	$	8.76
Return Balance Sales Tax	Commercial Air Management	PO 52029	$	1,812.00
Return Balance Sales Tax	County Materials	PO 53803	$	781.04
Return Balance Sales Tax	Atlantic TNG	PO 53801	$	387.24
Return Balance Sales Tax	Atlantic TNG	PO 53804	$	128.52
Return Balance Sales Tax	Commercial Products	PO 52028	$	288.00
Return Balance Sales Tax	Viracon, Inc.	PO 54257	$	4,600.90
Return Balance Sales Tax	Oldcastle APG South	PO 54023	$	329.37
Return Balance Sales Tax	L & W Supply Corporation	PO 59033	$	2,038.31
Return Balance Sales Tax	Reliable Automatic Sprinkler Co.	PO 61398	$	7.16
Return Balance Sales Tax	Sarasota Paint	PO 64366	$	37.09
Return Balance Sales Tax	SiteOne Landscaping	PO 64369	$	0.86
Return Balance Sales Tax	Foundation Building Materials	PO 66204	$	1.42
Return Balance Sales Tax	Foundation Building Materials	PO 66205	$	50.21
Return Balance Sales Tax	Tarkett	PO 66181	$	68.64

Total of Summary: $ 21,109.82 ✓

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 was.....	$	177,100.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$	38,842,503.13
The Guaranteed Maximum Price prior to the Change Order was.....	$	**39,019,603.13**
The Guaranteed Maximum Price will be [INCREASED] by this Change Order.....	$	21,109.82
The NEW Guaranteed Maximum Price including this Change Order will be.....	$	39,040,712.95 ✓
The Contract time will be unchanged by.....		(0) Days

The date of Substantial Completion as of the date of the Change Order is August 7, 2023.

Harvard Jolly, Inc.	Willis A. Smith Construction, Inc.	School Board of Manatee County
Architect KT	Construction Manager	Owner
2714 Martin Luther King Jr. St. N.	5001 Lakewood Ranch Blvd N	1 Metzke Way
St. Petersburg, FL 33704	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 05/03/2024	Date: 5/1/2024	Date:

RG 05/03/2024

Signature: Regina Goff (May 3, 2024 14:12 EDT)

Email: goffr@manateeschools.net

AGENDA ITEM NO. 9.25

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of Sugg Middle School - Replacement - Change Order 9 Final - Agreement Between Owner and Willis Smith Construction, Inc., Decrease in the Amount of $2,470,392.73 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 9 Final to the agreement between Owner and Willis Smith Construction, Inc., which will decrease the Construction Manager's contract. Change Order 9 Final reconciles the contract and deducts the unexpended funds to close out the project.

The Sugg Middle School Replacement 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 Sugg Middle School - Replacement - Change Order 9 Final - Agreement Between Owner and Willis Smith Construction, Inc., decrease in the amount of $2,470,392.73 (Capital Funds).

Financial Impact
The amount of Change Order 9 Final is a decrease of $2,470,392.73. The revised Guaranteed Maximum Price is $36,570,320.22 and is included in the total project budget of $57,100,000.00. **The project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Sugg MS Replacement Summary Sheet
Sugg MS Replacement CO 9 Final

Sugg Middle School Replacement Project

PROJECT DIRECTOR: Reginald L. Goff, Sr.

ARCHITECT/ENGINEER:	Harvard Jolly Architects	Selected because AE designed prototype.
CONSTRUCTION MANAGER:	Willis A. Smith Construction	Selected through the Request for Qualifications process.
BUILDING OFFICIAL:	GFA International, Inc.	Selected through the Request for Qualifications process.
PROJECT BUDGET:	$57,100,000.00	Total Project Budget (3/24/2020)
	$45,000,000.00	Place Holder

HISTORY: Staff has been directed to take the Dr. Mona Jain MS prototye with 1165 student stations and construct on the existing 19.98 +/- acre site located at the intersection of 59th Street West and 38th Avenue West in West Bradenton, Florida.

SCOPE:

The scope of the work consists of the construction of the new Dr. Mona Jain MS two story protype brick veneer facility containing 1165 student stations and all improvments required for a functioning learning environment for grades sixth through eighth onto the existing 19.98+/- acre site and upon completion demolish the existing building now located at the intersection of 59th Street West and 38th Avenue West, Bradenton, Florida. The building will feature 21st century classroom technology, security systems limited public acccess, highly visibility monitoring for administration. Additional work includes: Construction cost increase, Castaldi, Asbestos testing and abatement, Demo of existing campus & site restoration, Working on active campus, Relocationg portables and programs, Traffic and offsite improvements and Food service equipment.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	September 4, 2019		FS 1013.45.4 Prototype
Agreement:	1,981,400.00	March 24, 2020	Approved	Architectural/Engineering Services
Phase I Plans:	$0	July 28, 2020	Approved	Schematic Design
Letter of Commitment:	$0	July 28, 2020	Approved	Schematic Design
Phase II Plans:	$0	October 13, 2020	Approved	Design Development
Letter of Commitment:	$0	October 13, 2020	Approved	Design Development
Phase III Plans:	$0	March 9, 2021	Approved	Construction Documents
TOTAL	$1,981,400.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 12, 2019	Approved	
Agreement:	177,100.00	March 24, 2020	Approved	Pre-Construction Services
Amend 1:	973,357.00	June 9, 2020	Approved	Partial Guaranteed Maximum Price
Letter of Commitment:	$0	July 28, 2020	Approved	Schematic Design
Partial Sub Completion:	$0	August 25, 2020	Approved	Relocation of 15 Portables - 7/29/20
Letter of Commitment:	$0	October 13, 2020	Approved	Design Development
Amend 2:	47,672,228.00	March 9, 2021	Approved	Guaranteed Maximum Price
Change Order 1:	(8,255,147.44)	August 24, 2021	Approved	Deduct Direct Material Purchases
Change Order 2:	$0	August 24, 2021	Approved	Sales Tax Savings redistributed back in Unforeseen Conditions Fund $497,108.85.
Change Order 3:	(1,651,382.35)	February 8, 2022	Approved	Deduct Direct Material Purchases
Change Order 4:	(99,932.93)	February 8, 2022	Approved	Sales Tax Savings
Change Orders 5:	(139,858.19)	October 11, 2022	Approved	Reconcile Direct Material Purchases
Change Orders 6:	(8,591.49)	October 11, 2022	Approved	Reconcile Sales Tax Savings
Sub Completion:	$0	January 10, 2023	Approved	Substantial Completion - New Replacement School
Sub Completion:	$0	December 12, 2023	Approved	Substantial Completion - Final
Change Orders 7:	351,830.53	June 11, 2024	Pending	Reconcile Direct Material Purchases
Change Orders 8:	21,109.82	June 11, 2024	Pending	Reconcile Sales Tax Savings
Change Orders 9:	(2,470,392.73)	June 11, 2024	Pending	Final Change Order
	36,570,320.22			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	June 23, 2020	Approved	
Agreement:	374,440.00	July 28, 2020	Approved	Plans Review & Permitting Services
TOTAL	$374,440.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Presentation		October 13, 2020	n/a	Design Development Documents
Workshop		July 9, 2020	n/a	Schematic Design Energy Model Update
Easement		August 25, 2020	Approved	Permanent Utilitiy Easement (FPL)
Demolition		February 23, 2021	Approved	Ed Plant Survey 5.4

SCHOOL BOARD OF MANATEE COUNTY
Department of Capital Projects
Change Order

PROJECT: Sugg Middle School
3801 59th Street West
Bradenton, FL 34209

TO: (Contractor):
Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd North
Sarasota, FL 34240

CHANGE ORDER NUMBER: 9

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: March 24, 2020

You are directed to make the following changes in this Contract:

Return unspent funds $ (2,470,392.73)

Total of Summary: $ (2,470,392.73)

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 was.....	$	177,100.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$	38,863,612.95
The Guaranteed Maximum Price prior to the Change Order was.....	$	**39,040,712.95**
The Guaranteed Maximum Price will be DECREASED by this Change Order.....	$	**(2,470,392.73)**
The **NEW Guaranteed Maximum Price** including this Change Order will be.....	$	**36,570,320.22**
The Contract time will be unchanged by.....		(0) Days

The date of Substantial Completion as of the date of the Change Order is August 7, 2023.

Harvard Jolly, Inc.	Willis A. Smith Construction, Inc.	School Board of Manatee County
Architect KT	Construction Manager	Owner
2714 Martin Luther King Jr. St. N.	5001 Lakewood Ranch Blvd N	1 Matzke Way
St. Petersburg, FL 33704	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 05/19/24	Date: 5/17/2024	Date:

RG 05/20/2024

Signature: Regnald Goff (May 20, 2024 18:11 EDT)

Email: goffr@manateeschools.net

AGENDA ITEM NO. 9.26

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of MTC Aviation Classroom & Hangar - Agreement between Owner and Creative Contractors, Inc. - Preconstruction in the amount of $36,884.00 (PECO/Grant Funds)

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Creative Contractors, Inc. This agreement authorizes preconstruction services necessary to provide an aviation technology training facility.

The scope of work will provide a classroom and hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The classroom portion will include a general lab/multipurpose instruction space and associated support facilities, and the hangar portion will provide approximately ten thousand square feet of clear space. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

MTC Aviation Classroom & Hangar Project Summary and Contract Summary are attached for reference.

The Construction Management Agreement is available for review at the Department of Construction Services.

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

Ready To Grow | Goal 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 MTC Aviation Classroom & Hangar - Agreement between Owner and Creative Contractors, Inc. - Preconstruction in the amount of $36,884.00 (PECO/Grant Funds).

Financial Impact
The construction management fee for preconstruction services is not to exceed $36,884.00 and is included in the total project budget requirement of $5,500,000.00. A Guaranteed Maximum Price proposal will be completed after the construction documents are developed. **Project funded by PECO/Grant Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
MTC Aviation Classroom & Hangar Project Summary
MTC Aviation Classroom & Hangar Contract Summary
MTC Aviation Classroom & Hangar Exhibits
MTC Aviation Classroom & Hangar Creative Proposal

MTC Aviation Classroom & Hangar

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Schenkel & Shultz, Inc. Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER: Creative Contractors, Inc. Currently on the District's Continuing Contracts
BUILDING OFFICIAL:

PROJECT BUDGET: $5,500,000.00 (11/17/2022) Original Project Budget (Peco/Grant Funds)

HISTORY: Manatee Technical College was originally located on 34th Street West in west Bradenton. All but two (2) of the buildings on the original campus have been demolished. New campuses were constructed on State Road 70 at Caruso Road and on Lakewood Ranch Boulevard north of State Road 70. To meet workforce demand the School Board entered into a lease agreement with the Sarasota Manatee Aviation Authority to allow construction of an aviation technology training facility on airport land.

SCOPE: THE SCOPE OF WORK will provide a classroom and hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The classroom portion will include a general lab/multipurpose instruction space and associated support facilities, and the hangar portion will provide approximately ten thousand square feet clear space. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ -	June 11, 2024	Pending	Architectural / Engineering Services
	$ -			
TOTAL	$ -			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Selected through the Request for Qualifications process
Agreement:	$ 36,884.00	June 11, 2024	Pending	Pre-Construction Services
TOTAL	$ 36,884.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			
Agreement:	$ -			
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Manatee Technical College – Aviation Classroom & Hangar
Sarasota Bradenton International Airport (SRQ)
7990 15th Street East. Sarasota, FL 34243, Manatee County, Florida

Total Project Budget:

Design Services	$	TBD
Construction Services	$	TBD
Owner Services	$	TBD
FF& E Technology		TBD
Total Project Budget	$	5,500,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	June 12, 2024
Date of Substantial Completion	TBD @ GMP Approval
Date of Final Completion	TBD @ GMP Approval

Architect/Engineer ("AE") Schenkel & Shultz, Inc.
2801 Fruitville Road, Suite 200, Sarasota, Florida 34237
Phone: (941) 952-5875; Fax: (941) 957-3630
kdean@schenkelshultz.com

Construction Manager ("CM") Creative Contractors, Inc.
101 Creative Way; Clearwater, FL 33759; Office: (727) 461-5522
jsiminski@creativecontractors.com

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget:

Construction Costs	TBD @ GMP Approval
General Conditions	TBD @ GMP Approval
Overhead and Profit (CM Fee)	TBD @ GMP Approval
Preconstruction	$36,884.00
Unforeseen Conditions	TBD @ GMP Approval
Bond	TBD @ GMP Approval
TOTAL	TBD @ GMP Approval

Section 1.3, Definitions:

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $ TBD @ GMP Approval

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ TBD @ GMP Approval

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 42.48% of wages and 34.58% of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.78% amount or the invoice amount and General Liability insurance will be charged at the rate of 0.45% of the GMP amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of $36,884.00

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of $0.00 will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards 0.125%

Article 16: Special Provisions:

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): E-Verify Number: 1423106

Exhibits: "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Jim Cacini	Vice President	8
Mark Savigny	Sr. Estimator	20
Van Mitchell	Senior Project Manager	3

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Dave Wildes
SBMC Project Assistant	Patricia Ledezma
Architect	Schenkel & Shultz, Inc.
Consulting Engineers	Schenkel & Shultz, Inc.
Structural Engineer	BBM Structural Engineers, Inc.
Mechanical Engineer	TLC Engineering Solutions
Electrical Engineer	TLC Engineering Solutions
Construction Manager	Creative Contractors, Inc.
SBMC Instructional Member	Paul (Doug) Wagner
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

The scope of work will provide construction management services for a classroom and hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The classroom portion will include a general lab/multipurpose instruction space and associated support facilities, and the hangar portion will provide approximately ten thousand square feet clear space. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive, per Creative Contractors, Inc., proposal dated May 24, 2024

May 24, 2024

Mr. David Wildes, Project Director
Construction Services Department
School District of Manatee County
1 Matzke Way, Building 7
Bradenton, Fl 34208

Re: Preconstruction Letter Manatee Technical College Classroom and Hanger

Dear David,

This letter is to serve as a scope of work between Creative Contractors Inc. and Manatee County Schools for Creative Contractors to provide preconstruction services as outlined below.

PRECONSTRUCTION SERVICES

1. Estimating:
    - Schematic estimate
    - Design development estimate
    - 100% Construction document estimate (GMP)
2. Bid Package preparation
3. Arranging for document distribution
4. Site Investigations / Due Diligence
5. Subcontractor pre-qualification
6. Pre-bid conferences
7. Phasing and scheduling
8. Meetings, coordination, and interaction with Vendors and Subcontractors
9. Publishing cost and schedule information
10. Value Enhancement cost options and recommendations
11. Optional building systems analysis and recommendations
12. Construction Schedules
13. Systems estimates
14. Recommendations of project constructability
15. We propose an allowance of **$15,000** for an investigative study and is included in the total below.

Creative Contractors will provide preconstruction services at a cost not to exceed **$36,884** (thirty-six thousand, eight hundred and eighty-four dollars). The approximate anticipated duration for preconstruction services is five months.

We look forward to working with you and your team.

Sincerely,

Jim Cacini

Jim Cacini
Vice President/Chief Estimator

EXHIBIT A
CONSTRUCTION MANAGER'S PERSONNEL

PROJECT LOCATION: MTC Classroom and Hanger PROJECT #:

Preconstruction Service										
Personnel	**Title**	**Duration (Weeks)**	Total project Hours	**Billable Hours**	**Hourly Rate**	**Time Available (%)**	**Total Labor Cost**	**Burden Rate**	**Burden Amount**	**Total Compensation**
OFF-SITE STAFF										
Jim Cacini	**VP / Chief Est.**	**20**	**800**	**60**	**$72.15**	**8%**	**$4,329.00**	**32.00%**	**$1,385.28**	**$5,714.28**
Mark Savigny	**Sr. Est.**	**20**	**800**	**160**	**$64.90**	**20%**	**$10,384.00**	**32.00%**	**$3,322.88**	**$13,706.88**
			0		**$43.26**	**#DIV/0!**	**$0.00**	**32.00%**	**$0.00**	**$0.00**
Van Mitchell	**Sr PM**	**20**	**800**	**20**	**$64.90**	**3%**	**$1,298.00**	**32.00%**	**$415.36**	**$1,713.36**

Item & Unit of Measure	**Amount**	**Cost**	**Total Cost**
Reimbursibles (supplies, copies, postage,meeting travel) Not To Exceed	**1**	**$750.00**	**$750.00**
Investigative Due dilgence	**1**	**$15,000.00**	**$15,000.00**
Total Cost of Pre-Construction Lump Sum			**$36,884.52**

AGENDA ITEM NO. 9.27

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of MTC Aviation Classroom & Hangar - Agreement Between Owner and Schenkel & Shultz, Inc., in the Amount of $468,708.00 (PECO/Grant Funds)

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Schenkel & Shultz, Inc. This agreement authorizes architectural/engineering services necessary to provide an aviation technology training facility.

The scope of work will provide a classroom and hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The classroom portion will include a general lab/multipurpose instruction space and associated support facilities, and the hangar portion will provide approximately ten thousand square feet of clear space. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

MTC Aviation Classroom & Hangar Project Summary and Contract Summary are attached for reference.

The Architect/Engineer Agreement is available for review at the Department of Construction Services.

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

Ready To Grow | Goal 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
Superintendent recommends approval of MTC Aviation Classroom & Hangar - Agreement between Owner and Schenkel & Shultz, Inc., in the amount of $468,708.00 (PECO/Grant Funds).

Financial Impact
The Architect/Engineer services fee is not to exceed $468,708.00 and is included in the total project budget requirement of $5,500,000.00. **Project funded by PECO/Grant Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
MTC Aviation Classroom & Hangar Project Summary
MTC Aviation Classroom & Hangar AE Contract Summary
MTC Aviation Classroom & Hangar AE Exhibits
MTC Aviation Classroom & Hangar Shenkel Proposal

MTC Aviation Classroom & Hangar

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Schenkel & Shultz, Inc. Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER: Creative Contractors, Inc. Currently on the District's Continuing Contracts
BUILDING OFFICIAL:

PROJECT BUDGET: $5,500,000.00 (11/17/2022) Original Project Budget (PECO/Grant Funds)

HISTORY: Manatee Technical College was originally located on 34th Street West in west Bradenton. All but two (2) of the buildings on the original campus have been demolished. New campuses were constructed on State Road 70 at Caruso Road and on Lakewood Ranch Boulevard north of State Road 70. To meet workforce demand the School Board entered into a lease agreement with the Sarasota Manatee Aviation Authority to allow construction of an aviation technology training facility on airport land.

SCOPE: THE SCOPE OF WORK will provide a classroom and hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The classroom portion will include a general lab/multipurpose instruction space and associated support facilities, and the hangar portion will provide approximately ten thousand square feet clear space. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 468,708.00	June 11, 2024	Pending	Architectural / Engineering Services
Amendment:	$ -			
TOTAL	$ 468,708.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Selected through the Request for Qualifications process
Agreement:	$ 36,884.00	June 11, 2024	Pending	Pre-Construction Services
Amendment:				
TOTAL	$ 36,884.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
Amendment:				
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			
Agreement:	$ -			
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Manatee Technical College – Aviation Classroom & Hangar
Sarasota Bradenton International Airport (SRQ)
7990 15th Street East. Sarasota, FL 34243
Manatee County, Florida

Total Project Budget:

Design Services	$ 470,000.00
Construction Services	$4,000,000.00
Owner Services	$ TBD
FF&E Technology	$ TBD
Total Project Budget	$5,500,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	June 11, 2024
Date of Substantial Completion	TBD
Date of Final Completion	TBD

Architect/Engineer ("AE") Schenkel & Shultz, Inc.
330 S. Pineapple, Suite 210, Sarasota, Florida 34236
Phone: (941) 952-5875; Fax: (941) 957-3630
kdean@schenkelshultz.com

Construction Manager ("CM") Creative Contractors, Inc.
101 Creative Way; Clearwater, FL 33759
Office: (727) 461-5522
jsiminski@creativecontractors.com

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval
General Conditions	$ TBD @ GMP Approval
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval
Preconstruction	$ 36,884.00
Unforeseen Conditions	$ TBD @ GMP Approval
Bond	$ .00
TOTAL	$ 36,884.00

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 274,458.00
Total Engineering Services	$ 150,000.00
Total Authorized Additional Services	$ 44,250.00
Total A/E Fee	$ 468,708.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: **368162**

Exhibits

Exhibits "A" through "D" are attached for reference.

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	David Wildes
SBMC Project Assistant	Patricia Ledezma
Architect	Schenkel & Shultz, Inc.
Civil Engineers	Schenkel & Shultz, Inc
Structural Engineer	BBM Structural Engineers, Inc.
Mechanical Engineer	TLC Engineering Solutions
Electrical Engineer	TLC Engineering Solutions
Construction Manager	Creative Contractors, Inc.
SBMC Instructional Member	Paul (Doug) Wagner
SAC Member	N/A

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of TBD site visits, including in coordinating with A/E Consultants and the CM as necessary, to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents

DISCIPLINE	NUMBER OF VISITS (minimum)
A/E	TBD per project
Structural Engineer	TBD per project
MEP	TBD per project
Civil Engineer	TBD per project
Landscape Architect	TBD per project

EXHIBIT C

2.2.2.1 A/E
Schenkel & Shultz, Inc.

Classification	Title	Hourly Rate
Partner		$ 275.00
Principals		$ 225.00
	Project Director/Manager	$ 200.00
	Project Architect III	$ 175.00
	Project Architect II	$ 150.00
	Project Architect I	$ 120.00
Interiors	S. Interior Designer	$ 175.00
	Designer IV	$ 160.00
	Designer III	$ 150.00
	Designer II	$ 125.00
	Designer I	$ 115.00
	Specification Writer	$ 160.00
	Construction Administration	$ 180.00
	Administration	$ 90.00

2.2.2.2 Civil Engineer
Schenkel & Shultz, Inc.

Classification	Hourly Rate
Principal Engineer/P.E.	$
Project Manager/P.E.	$
Project Engineer III/Project Manager III	$
Project Engineer II/Project Manager II	$
Project Engineer I/Project Manager I	$
Designer/Technician/Const. Observ. III	$
Designer/Technician/Const. Observ. II	$
Designer/Technician/Const. Observ. I	$
Draftsman/Illustrator III	$
Draftsman/Illustrator II	$
Draftsman/Illustrator I	$
Administrative/Clerical	$

2.2.2.3 Structural Engineer
BBM Structural Engineers, Inc.

President	$
Senior Principal	$
Principal	$
Senior Project Manager	$
Project Manager	$
Senior Design Engineer	$
Design Engineer	$
Senior CADD Operator	$
CADD Operator	$
Senior Field Representative	$
Field Representative	$
Clerical	$

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
TLC Engineering Solutions

Division Director/Sr. Engineer	$
Sr. Engineer/Project Engineer	$
Engineer II/Design Specialist	$
Engineer I/Designer II	$
Graduate Engineer/Designer I/Technician II/ Executive Secretary	$
Technician I/Division Secretary	$
Secretary/Receptionist/Clerk	$

2.2.2.5 Landscape Architect:
N/A

Principal	$
Associate	$
Draftsman	$
Secretarial	$

2.2.2.6 Other:

EXHIBIT D

A. Project Description

The scope of work will provide Architecture/Engineering services for a classroom and hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The classroom portion will include a general lab/multipurpose instruction space and associated support facilities, and the hangar portion will provide approximately ten thousand square feet clear space. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive, per Creative Contractors, Inc., proposal dated May 24, 2024

PROPOSAL REQUEST

May 28, 2024

Mr. David Wildes – Project Director
Construction Services Department
School Board of Manatee County
1 Matzke Way, Building 7
Bradenton, Florida 34208

SUBJECT: MTC Classroom & Hangar Project – Proposal for A/E Services

Dear Mr. Wildes,

Schenkel Shultz is pleased to present our proposal for the **MTC Classroom & Hangar Project**.

Project Overview / Scope

Scope of work is based on Option #3 of the MTC Classroom & Hangar project Concept Package dated 09/12/2023 prepared by Schenkel Shultz. This project shall include design services for a 5,000 s.f. building that contains a large vocational classroom space, administrative offices, restroom facilities, tool storage, material storage rooms and (1) 10,000 s.f. Hangar. The delivery method is expected to be Construction Management at Risk.

This proposal is based on a district's construction budget of $4,000,000.00 and construction is anticipated to be a 9-month process per CM estimation.

Professional Design Services fee breakdown:

A/E Basic Services (Base Arch/MEPF/ Structural Fees **):	$	274,458.00	
** Based on DMS Fee Calculator Group "D" Average Complexity			
Additional Services:			
• Technology/ IT	$	11,250.00	(TLC)
• Record Documents/ As-Builts	$	20,000.00	(Design Team)
ADDITIONAL SERVICES SUBTOTAL	**$**	**31,250.00**	
Project Allowances:			
• Civil Engineering/ Landscape & Irrigation/ Admin. Fee	$	150,000.00	(AID & Schenkel Shultz)
• Redesign of Foundations due to PEMB reactions	$	5,000.00	(BBM)
• Interior Design & Documentation/ Equipment Coordination	$	8,000.00	(Schenkel Shultz)
ALLOWANCES SUBTOTAL	**$**	**163,000.00**	

TOTAL Professional Design Services fees:

A/E Basic Services:	$	274,458.00
Additional Services:	$	31,250.00
Project Allowances:	$	163,000.00

Compensation phase percentage breakdown, as follows:

10%	Schematic Design Drawings =	$	27,445.80
25%	Design Development Drawings =	$	68,614.50
35%	Construction Documents =	$	96,060.30
05 %	Bidding/Permitting =	$	13,722.90
25%	Construction Administration =	$	68,614.50
Subtotal		**$**	**274,458.00**
Additional Services =		$	31,250.00
Subtotal		**$**	**305,708.00**
Project Allowances =		$	163,000.00
TOTAL PROJECT:		**$**	**468,708.00**

PROPOSAL REQUEST

Included in the Basic Scope of Services

- Meetings
- Site Visits
- Schematic Design Documents
- Design Development Documents
- Construction Documents
- Bidding/ Permitting
- Construction Administration
- Project Close Out

Clarifications and Exclusions:

- Professional Fees will be reconciled (adjusted per Florida DMS Curve, category D) at Owner's acceptance of Construction Manager's Guaranteed Maximum Price.
- All deliverables will be submitted electronically except those hard copies required for permitting.
- Permitting and application fees are not included.
- Project will be completed using Revit (BIM).
- Any significant changes in scope, client changes or unforeseen conditions may require additional services.
- This proposal does not constitute a contract.
- Refer to attached proposals from the consultants for additional exclusions.
- Soils investigation and / Or any kind of testing is not included.
- Environmental Reports are not included.
- Project is not planned to be an EHPA Shelter.
- Project is not planned to pursue LEED certification or Green Globe certification.
- Cost Estimating is not included.
- Asbestos Survey is not included.
- Design of a Fire Foam Suppression System is not included.

Thank you for considering Schenkel Shultz as a partner for this project. We look forward to working with you.

Sincerely,
Schenkel Shultz

Aaron Jacobson, AIA, Associate Principal
Cc: Iris Zayas & Daniel Laggan / Schenkel Shultz

AGENDA ITEM NO. 9.28

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2023-2024

Executive Summary
The requested action is to approve the Annual Comprehensive Fire Safety Inspection Report. State Requirements for Educational Facilities Chapter 5 and Florida Statute 1013.12 require a comprehensive annual fire, fire safety, and sanitation report of all school district facilities by qualified personnel certified by the Florida State Fire Marshal. All comprehensive fire, fire safety, and sanitation inspections have been completed for the 2023-2024 Fiscal Year by the Fire Safety Inspector/Certified Sanitation Inspector employed by the District. The bound volume entitled "2023-2024 Comprehensive Fire / Safety Inspection Reports" includes copies of reports for each site within the School District of Manatee County, performed by the certified District Inspector.

It is important to note that none of the deficiencies cited were serious life safety hazards, as set forth in Section 1013.12 FS.

The supporting documentation is available in Room 533 for review.

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

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

Recommendation
The Superintendent recommends approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2023-2024.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Safety & Security
Initiated By: Paul Damico

AGENDA ITEM NO. 12.1

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Budget Amendments for April 2024

Executive Summary
State Board of Administration Rule 6A-1.007(2) states, "The School Board shall approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board for the budget form are changed in the original budget approved by the School Board."

The following table reflects changes in fund balance by fund for the month of April 2024.

	General Fund	Debt Service	Capital Outlay	Federal Funds	Food Service	Internal Service*	Trust & Agency
Budgeted Ending Fund Balance 03/31/2024	$60,797,322	$13,233,357	$68,052,043	$0	$12,545,901	$9,902,302	$0
Fiscal Impact	$3,571,149	$123	$9,825,980	$0	$0	$(600,000)	$0
Budgeted Ending Fund Balance 04/30/2024	$64,368,471	$13,233,480	$77,878,023	$0	$12,545,901	$9,302,302	$0

*Self-insurance Health Fund and Worker's Compensation Fund

General Fund budgeted ending fund balance increased $3,571,149 due to increased estimate of income on investments $2.7 million, and vehicle maintenance vacancies $771,859, and other miscellaneous adjustments $99,290.

Debt Service Fund budgeted ending fund balance increased $123 due to interest on investments.

Capital Outlay Fund budgeted ending fund balance increased by $9,825,980 primarily due to moving MTC Law Academy Range project costs to 2024-25 $5,010,000 and increase in impact fees and interest estimate $3,729,571 million and other project timing and close-outs $1,086,409.

Internal Service Fund budgeted ending fund balance decreased by $600,000 to cover increased RX claims.

There were no other changes to the budgeted ending fund balances.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and

enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the budget amendments for April 2024.

Financial Impact
The General Fund budgeted ending assigned/unassigned fund balance is 11.3%.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak

Attachments:
Apr 2024 Budget Amendment File Summary.pdf
Combined Apr 2024 BAs.pdf

April 2024 Budget Amendment Summary
All Funds

Year	2024
Posting Period	10
Entry Type	(All)

Row Labels		Sum of YTD Current
1		**-$3,571,149**
3		
	10101 General Fund	-$3,389,305
	10102 General Fund Grants	-$728
4		
	10101 General Fund	-$181,844
	10102 General Fund Grants	$728
2		**-$122**
3		
	29123 Lease Purchase Bond 2023	-$61
	29190 Lease Purchase Bond 2015	-$14
	29193 Lease Purchase Bond 2017	-$36
	29196 Lease Purchase Bond 2016	-$12
3		**-$9,825,980**
3		
	37024 Local Capital Improvement 2324	-$910,240
	39123 COPS Series 2023A	-$697,987
	39192 Sales Tax Proceeds	-$31,584
	39197 Impact Fees	-$3,000,000
	39198 Ed Facilities Security Grants	-$622,559
4		
	37023 Local Capital Improvement 2223	-$152,328
	37024 Local Capital Improvement 2324	-$173,841
	39123 COPS Series 2023A	$150,000
	39192 Sales Tax Proceeds	-$5,010,000
	39197 Impact Fees	$0
	39198 Ed Facilities Security Grants	$622,559
4		**$0**
3		
	42101 Federal Cash Advance	-$608,093
	42201 Federal Non Cash Advance	-$79,915
	44501 ARP Act ESSER	-$21,082
4		
	41001 Food Services	$0
	42101 Federal Cash Advance	$608,093
	42201 Federal Non Cash Advance	$79,915
	44501 ARP Act ESSER	$21,082
7		**$600,000**
4		
	71101 Self-Insurance - Health	$600,000
8		**$0**
3		
	85002 Donations & Scholarship Fund	-$1,401
4		
	85002 Donations & Scholarship Fund	$1,401
Grand Total		**-$12,797,251**

Capital Fund
April 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(330,630,793)	(330,630,793)	-	0.00%	
3XX	Revenues	(217,701,148)	(222,053,278)	(4,352,130)	2.00%	
3XX	Transfers In & Other Funding Sources	(2,746,829)	(3,657,069)	(910,240)	33.14%	**1**
74X	Facilities Acquisition and Construction	426,635,035	421,677,617	(4,957,418)	-1.16%	
92X	Debt Service	2,429,904	2,829,533	399,629	16.45%	**2**
97X	Transfers Out	53,961,790	53,955,968	(5,821)	-0.01%	
9XX	Budgeted Fund Balance	68,052,043	77,878,023	9,825,980	14.44%	**3**

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
To record vehicle leases April 2024	(108,284)
To record KM Lease (4 Units-Print Shop)	(801,955)
Other misc adjustments	-
Total	(910,240)

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
Metal Detector Lease #3 Year 1 Expected before 7/1/24	363,255
Van Purchase moved to General Fund	47,117
Other misc adjustments	(10,743)
Total	399,629

Reference 3 - Comments for Functional Changes over 5%:	Budget Amendment
Move MTC Law Academy Range Funds to 24/25 - using Grant funds first	(5,010,000)
Increase Impact fee revenue estimate based on receipts to date	(3,000,000)
Budget for Interest April 2024	(729,571)
Move main budget to 23/24 per new 5yr schedule	(525,000)
Adjust Painting budget per 24/25 Plan	(500,000)
Move Bleacher budget per new 5 yr plan	(190,000)
Closing 23/24 Transportation programs: Bus purchases, Bus Cameras, other motor vehicle balances	(178,046)
23/24-Districtwide FF&E return to reserve	(148,949)
Project Complete Storm Repairs	(134,292)
Load Oneco Budget per PFR and additional FF&E request from Owners	150,000
Add budget for Bus Wash station per PFR less amount paid for bus wash	151,927
Metal Detector Lease #3 Year 1 Expected before 7/1/24	363,255
Other misc adjustments	(75,304)
Total	(9,825,980)

Capital Fund
April 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	30000	Revenue	372401	Lease Agreements and SBITAs		38764	Vehicle Leases				To record vehicle leases April 2024	0000108088	(108,284.40)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	30000	Revenue	372401	Lease Agreements and SBITAs		34054	KM Copier Lease #2 (4 Units)				To record KM Lease (4 Units-Print Shop)	0000109657	(801,955.20)
																		Total		(910,239.60)

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	KK_DET_BUD	SDMC1	Original	Posted	37023	Local Capital Improvement 2223	92010	Debt Service	471001	Redemption of Principal	9513	38764	Vehicle Leases				Move budget for additional Lease vehicles	0000107568	20,000.00
2	10	KK_DET_BUD	SDMC1	Original	Posted	37024	Local Capital Improvement 2324	92010	Debt Service	471001	Redemption of Principal	9798	38764	Vehicle Leases				Move budget for additional Lease vehicles	0000107568	(20,000.00)
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	92010	Debt Service	471001	Redemption of Principal	9531	38913	S/S Metal/Temperature Detector				Metal Detector Lease #3 Year 1 Expected before 7/1/24	0000107675	363,254.70
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	92010	Debt Service	471001	Redemption of Principal	9513	38764	Vehicle Leases				Move to Vehicle lease 9513 from 9798	0000108557	10,000.00
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	92010	Debt Service	471001	Redemption of Principal	9798	38764	Vehicle Leases				Move to Vehicle lease 9513 from 9798	0000108557	(10,000.00)
2	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	37023	Local Capital Improvement 2223	92010	Debt Service	471001	Redemption of Principal	9513	38764	Vehicle Leases				Move funds for Vehicle upgrade package	0000108778	(9,738.00)
2	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	37023	Local Capital Improvement 2223	92010	Debt Service	471001	Redemption of Principal	9513	38764	Vehicle Leases				Move budget from principal for interest and fees	0000108779	(6,970.66)
2	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	37023	Local Capital Improvement 2223	92010	Debt Service	472001	Interest	9513	38764	Vehicle Leases				Move budget from principal for interest and fees	0000108779	5,965.97
2	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	37024	Local Capital Improvement 2324	92010	Debt Service	471001	Redemption of Principal	9798	38764	Vehicle Leases				Return budget taken for vehicle purchases (van expense moved to GF)	0000109069	47,116.80
																		Total		399,628.81

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	10	KK_REV_BUD	SDMC1	Adjustment	Posted	39198	Ed Facilities Security Grants	30000	Revenue	339901	Other Miscellaneous State Reve		40524	TR Ed Facilities Grant #4 D/H				Budget for Construction portion of Ed Facility Grant #4	0000107564	(622,559.29)
3	10	KK_REV_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	30000	Revenue	349601	Impact Fees		00000	Discretionary				Increase Impact fee revenue estimate based on receipts to date	0000107947	(3,000,000.00)
3	10	KK_REV_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	30000	Revenue	372401	Lease Agreements and SBITAs		38764	Vehicle Leases				To record vehicle leases April 2024	0000108088	(108,284.40)
3	10	KK_REV_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for Interest April 2024	0000109413	(697,986.54)
3	10	KK_REV_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for Interest April 2024	0000109413	(31,584.14)
3	10	KK_REV_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	30000	Revenue	372401	Lease Agreements and SBITAs		34054	KM Copier Lease #2 (4 Units)				To record KM Lease (4 Units-Print Shop)	0000109657	(801,955.20)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39198	Ed Facilities Security Grants	74010	Facilities Acquisition an	468101	Remodeling & Renovations-Cap	9515	30001	Capital Projects	SDMC3	395150052	300000201	Load Ed Facilities Grant #4 Daughtrey and Horizon	0000107275	615,359.29
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39198	Ed Facilities Security Grants	74010	Facilities Acquisition an	468101	Remodeling & Renovations-Cap	9515	30001	Capital Projects	SDMC3	395150052	300000301	Load Ed Facilities Grant #4 Daughtrey and Horizon	0000107275	7,200.00
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition an	465201	Other Motor Vehicles	9615	38763	Other Motor Vehicles				Clean up budget - Vehicle expense for 9615	0000107566	(191.36)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	468201	Remodeling & Renovations-Noi	9512	30001	Capital Projects	SDMC3	395120001	395120001	Move Bleacher budget per new 5 yr plan	0000107603	(190,000.00)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	468201	Remodeling & Renovations-Noi	9512	30001	Capital Projects	SDMC3	395120001	395120001	Move main budget to 23/24 per new 5yr schedule	0000107619	(525,000.00)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	468201	Remodeling & Renovations-Noi	9512	30001	Capital Projects	SDMC3	395120006	395120006	Move Parking Lots budget per new 5yr plan for 24/25	0000107630	(45,400.00)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	468201	Remodeling & Renovations-Noi	9512	30001	Capital Projects	SDMC3	395120006	395120006	Adjust Painting budget per 24/25 Plan	0000107636	(500,000.00)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition an	464801	FF&E-Tech Related Capitalized	9514	38762	Bus Camera Systems				Clean up budget closing 23/24 9513/9514 programs: Bus purchases, Bus Cameras, other motor vehicle balances. Will be needing for bus wash station renovation.	0000107676	(36,023.00)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	465101	Buses	9514	38761	Bus Purchases				Clean up budget closing 23/24 9513/9514 programs: Bus purchases, Bus Cameras, other motor vehicle balances. Will be needing for bus wash station renovation.	0000107676	(139,799.12)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	465201	Other Motor Vehicles	9513	38763	Other Motor Vehicles				Clean up budget closing 23/24 9513/9514 programs: Bus purchases, Bus Cameras, other motor vehicle balances. Will be needing for bus wash station renovation.	0000107676	(2,224.00)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	464201	FF&E-Non Capitalized	9798	38760	Disctrictwide FF&E				Clean up Budget 23/24-Districtwide FF&E return to reserve	0000107681	(148,948.60)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition an	468201	Remodeling & Renovations-Noi	9512	13741	Emer Mngt IAN Non Shelter Exp	SDMC3	395121370	395121370	Project Complete Storm Repairs	0000107683	(134,292.40)

Capital Fund
April 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition an	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	395153186	300000020	Load Oneco Budget per PFR and additional FF&E request from Owners	0000107719	(1,277,938.32)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition an	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	395153186	300000030	Load Oneco Budget per PFR and additional FF&E request from Owners	0000107719	1,305,863.04
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition an	464201	FF&E-Non Capitalized	9515	30001	Capital Projects	SDMC3	395153186	300000040	Load Oneco Budget per PFR and additional FF&E request from Owners	0000107719	107,639.28
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition an	464901	FF&E-Tech Related Non Cap	9515	30001	Capital Projects	SDMC3	395153186	300000050	Load Oneco Budget per PFR and additional FF&E request from Owners	0000107719	14,436.00
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition an	463001	Building & Fixed Equipment	9512	30001	Capital Projects	SDMC3	395121375	395121375	Daughtry MCR Clinic Project close	0000107772	(11,821.69)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	463001	Building & Fixed Equipment	9512	30001	Capital Projects	SDMC3	395121375	395121375	Daughtry MCR Clinic Project close	0000107772	(17,890.80)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition an	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	395152014	300000020	Move MTC Law Academy Range Funds to 24/25 - using Grant funds first	0000107982	(5,010,000.00)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	465201	Other Motor Vehicles	9513	38764	Vehicle Leases				Record Vehicle Lease as of 4/16/24	0000108089	108,284.40
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	468101	Remodeling & Renovations-Cap	9515	30001	Capital Projects	SDMC3	395153942	300000010	Add budget for Bus Wash station per PFR less amount paid for bus wash	0000108467	13,155.00
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	468101	Remodeling & Renovations-Cap	9515	30001	Capital Projects	SDMC3	395153942	300000020	Add budget for Bus Wash station per PFR less amount paid for bus wash	0000108467	138,772.02
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	74010	Facilities Acquisition an	464101	FF&E-Capitalized	9573	34054	KM Copier Lease #2 (4 Units)				To record KM Lease (4 Units-Print Shop)	0000109659	801,955.20
3	10	KK_DET_BUD	SDMC1	Original	Posted	37023	Local Capital Improvement 2223	92010	Debt Service	471001	Redemption of Principal	9513	38764	Vehicle Leases				Move budget for additional Lease vehicles	0000107568	20,000.00
3	10	KK_DET_BUD	SDMC1	Original	Posted	37024	Local Capital Improvement 2324	92010	Debt Service	471001	Redemption of Principal	9798	38764	Vehicle Leases				Move budget for additional Lease vehicles	0000107568	(20,000.00)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	92010	Debt Service	471001	Redemption of Principal	9531	38913	S/S Metal/Temperature Detector				Metal Detector Lease #3 Year 1 Expected before 7/1/24	0000107675	363,254.70
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	92010	Debt Service	471001	Redemption of Principal	9513	38764	Vehicle Leases				Move to Vehicle lease 9513 from 9798	0000108557	10,000.00
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	92010	Debt Service	471001	Redemption of Principal	9798	38764	Vehicle Leases				Move to Vehicle lease 9513 from 9798	0000108557	(10,000.00)
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	97010	Transfers	492001	Transfers to Debt Service Fund	9798	39123	2023 Series COPS				Move balance in 37022 to DS	0000107567	191.36
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	97010	Transfers	492001	Transfers to Debt Service Fund	9798	39123	2023 Series COPS				Move balance in 37022 to DS	0000107567	(191.36)
																		Total		(9,825,979.93)

Debt Service Fund
April 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,831,068)	(12,831,068)	-	0.00%	
3XX	Revenues	(1,783,473)	(1,783,596)	(122)	0.01%	
3XX	Transfers In	(34,102,932)	(34,102,932)	-	0.00%	
92X	Debt Service	35,484,117	35,484,117	-	0.00%	
9XX	Budgeted Fund Balance	13,233,357	13,233,480	122	0.00%	

General Fund
April 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(85,961,974)	(85,961,974)	-	0.00%	
3XX	Revenues	(560,410,614)	(563,942,332)	(3,531,718)	0.63%	
3XX	Transfers In and Other Funding Sources	(21,173,453)	(21,031,769)	141,685	-0.67%	
5XX	Instructional	394,947,371	394,493,171	(454,201)	-0.12%	
61X	Student Support Services	24,290,588	24,405,344	114,756	0.47%	
62X	Instructional Media Services	5,875,260	5,909,458	34,197	0.58%	
63X	Instruction and Curriculum Development	9,356,706	9,277,395	(79,311)	-0.85%	
64X	Instructional Staff Training	1,513,563	1,753,266	239,703	15.84%	**1**
65X	Instructional Technology	585	585	-	0.00%	
71X	Board	1,466,794	1,482,694	15,900	1.08%	
72X	General Admin Superintendent	3,718,148	3,723,148	5,000	0.13%	
73X	School Administration	36,707,381	36,909,064	201,684	0.55%	
74X	Facility Acquisition and Construction	7,885,418	7,879,597	(5,821)	-0.07%	
75X	Fiscal Services	3,968,546	3,970,346	1,800	0.05%	
77X	Central Services	15,843,602	15,844,940	1,338	0.01%	
78X	Transportation	21,046,845	20,268,460	(778,385)	-3.70%	
79X	Operation of Plant	50,796,318	51,279,670	483,353	0.95%	
81X	Maintenance of Plant	11,779,869	11,805,775	25,906	0.22%	
82X	Administrative Technology	8,735,498	8,748,226	12,729	0.15%	
91X	Community Services	7,037,309	7,037,546	237	0.00%	
92X	Debt Service	1,778,918	1,778,918	-	0.00%	
97X	Transfer Out	-	-	-	n/a	
9XX	Budgeted Fund Balance	60,797,322	64,368,471	3,571,149	5.87%	**2**

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
GUSSIN - Reading Coach Salary	119,631
Summer Literacy Conference Travel	35,000
USF Gulf Coast Partnership Program Fees	34,100
Summer PD 0857	25,000
CERP re-allocations	17,010
VPK PD Contracts	9,000
Other misc adjustments	-
Total	239,741

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
Increased estimate for Income on Investments	(2,700,000)
Vehicle Maintenance Vacancies	(771,859)
Other misc adjustments	(99,290)
Total	(3,571,149)

General Fund April 2024 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	9	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	413401	Other Cert Regular Pay	0061	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000108454	201.22
1	9	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	413401	Other Cert Regular Pay	0151	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000108454	271.36
1	9	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	413403	Other Cert Supplements	0072	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000108454	(4,000.00)
1	9	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	413403	Other Cert Supplements	0421	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000108454	1,672.44
1	9	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0061	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000108454	200.32
1	9	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	424001	Worker's Compensation	0421	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000108454	25.45
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	413409	Other Cert Other	0691	10284	Florida School Recog 23-24				A+ BRM, Johnson	0000107254	1,323.29
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	422001	FICA	0691	10284	Florida School Recog 23-24				A+ BRM, Johnson	0000107254	101.23
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	416301	NCH Regular Pay	0151	14717	STEM Referendum, Remediation				Approved NCH exceeding allocation	0000107262	645.27
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0151	14717	STEM Referendum, Remediation				Approved NCH exceeding allocation	0000107262	99.87
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	422001	FICA	0151	14717	STEM Referendum, Remediation				Approved NCH exceeding allocation	0000107262	47.12
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	411201	Other SAMP Regular Pay	9308	14719	STEM Referendum, K-5				Approved Pre-Auth for VR kit for McNeal Elementary	0000107313	(972.72)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	433003	Out of County Travel	9308	10185	Reading Categorical				Summer Literacy Conference Travel	0000107315	35,000.00
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	424001	Worker's Compensation	0151	14717	STEM Referendum, Remediation				Approved NCH exceeding allocation	0000107332	8.06
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	431001	Prof & Technical Services	9307	11503	Voluntary PreK				VPK PD Contracts	0000107344	9,000.00
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	431001	Prof & Technical Services	9304	00000	Discretionary				USF Gulf Coast Partnership Program Fees	0000107664	34,100.00
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	431001	Prof & Technical Services	9308	10185	Reading Categorical				Collaborative Classrooms SIPPS PD purchase	0000107686	4,000.00
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	473001	Dues and Fees	9307	00000	Discretionary				Supplies purchase tx	0000107803	(700.00)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	423101	Health & Hospitalizations	9308	14714	STEM Referendum, Arts				REF-14714 payroll budget	0000108546	(1,800.00)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Train	433005	Out of State Travel	0857	14313	Summer Prof Dev				Summer PD 0857	0000108695	25,000.00
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	416301	NCH Regular Pay	9308	10185	Reading Categorical				CERP Re-Allocations per A. Nichols	0000108889	(10,000.00)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	9308	10185	Reading Categorical				CERP Re-Allocations per A. Nichols	0000108889	(1,500.00)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	422001	FICA	9308	10185	Reading Categorical				CERP Re-Allocations per A. Nichols	0000108889	(765.00)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	424001	Worker's Compensation	9308	10185	Reading Categorical				CERP Re-Allocations per A. Nichols	0000108889	(125.00)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	431002	Prof & Technical Serv-Subs	9308	10185	Reading Categorical				CERP Re-Allocations per A. Nichols	0000108889	(600.00)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	433003	Out of County Travel	9308	10185	Reading Categorical				CERP Re-Allocations per A. Nichols	0000108889	30,000.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	413401	Other Cert Regular Pay	0421	15001	Grants Program	SDMC4	404210038	640000000	0384 Gussin - Reading Coach Salary	0000109064	71,628.11
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	421103	Retirement System	0421	15001	Grants Program	SDMC4	404210038	640000000	0384 Gussin - Reading Coach Salary	0000109064	9,762.91
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	422001	FICA	0421	15001	Grants Program	SDMC4	404210038	640000000	0384 Gussin - Reading Coach Salary	0000109064	5,479.55
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	423101	Health & Hospitalizations	0421	15001	Grants Program	SDMC4	404210038	640000000	0384 Gussin - Reading Coach Salary	0000109064	11,890.27
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	423201	Life Insurance	0421	15001	Grants Program	SDMC4	404210038	640000000	0384 Gussin - Reading Coach Salary	0000109064	164.74
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	424001	Worker's Compensation	0421	15001	Grants Program	SDMC4	404210038	640000000	0384 Gussin - Reading Coach Salary	0000109064	1,074.42
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	413401	Other Cert Regular Pay	0421	15001	Grants Program	SDMC4	404210038	640000000	0383 Gussin - Correct Function for Reading Coach Salary	0000109132	16,600.63
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	421103	Retirement System	0421	15001	Grants Program	SDMC4	404210038	640000000	0383 Gussin - Correct Function for Reading Coach Salary	0000109132	2,055.70
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	422001	FICA	0421	15001	Grants Program	SDMC4	404210038	640000000	0383 Gussin - Correct Function for Reading Coach Salary	0000109132	827.17
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	423201	Life Insurance	0421	15001	Grants Program	SDMC4	404210038	640000000	0383 Gussin - Correct Function for Reading Coach Salary	0000109132	12.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	424001	Worker's Compensation	0421	15001	Grants Program	SDMC4	404210038	640000000	0383 Gussin - Correct Function for Reading Coach Salary	0000109132	135.27
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	413403	Other Cert Supplements	0061	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000109324	570.15
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0281	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000109324	269.67
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0301	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000109324	132.62
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0381	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000109324	131.87
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0421	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000109324	176.61
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	422001	FICA	0061	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000109324	49.69
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	422001	FICA	0421	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000109324	81.92
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	424001	Worker's Compensation	0061	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000109324	8.31

General Fund April 2024 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	424001	Worker's Compensation	0151	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000109324	10.59
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	413403	Other Cert Supplements	0072	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000110453	(1,500.00)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	413403	Other Cert Supplements	0861	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000110453	(1,500.00)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0051	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000110453	65.79
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0521	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000110453	70.42
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0581	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000110453	139.84
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0601	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000110453	65.92
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	10101	General Fund	64010	Instructional Staff Train	421103	Retirement System	0621	14720	REF, Instructional Staff				REF-14720 payroll budget through EOY	0000110453	66.01
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	413401	Other Cert Regular Pay	0421	15001	Grants Program	SDMC4	404210038	640000000	0383 Gussin Family Reclass to Cvr Benefits	0000110515	(13.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	10102	General Fund Grants	64010	Instructional Staff Train	423201	Life Insurance	0421	15001	Grants Program	SDMC4	404210038	640000000	0383 Gussin Family Reclass to Cvr Benefits	0000110515	13.00
																		Total		239,703.09

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13903	County Wide Recycling				Daily Receipts 4/3/24	0000107339	(195.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Investment Interest based on current trend	0000107387	(2,700,000.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	30000	Revenue	339901	Other Miscellaneous State Reve		15001	Grants Program		4021100464		23.24 Bright Future Revenue Adjustment	0000107688	400.04
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	30000	Revenue	339901	Other Miscellaneous State Rev	0211	15001	Grants Program		4021100244		23.24 Children / Spouse of Deceased Revenue Adjustment	0000107689	341.64
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13903	County Wide Recycling				Daily Receipts 4/9/24	0000107698	(520.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13903	County Wide Recycling				Daily Receipts 4/11/24	0000107811	(403.20)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	30000	Revenue	331701	Workforce Education Performanc		15001	Grants Program		4021100415		0415 CTE Adult General Education Revenue Increase	0000107923	(5,791.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	30000	Revenue	363001	Transfers from Capital Project		15001	Grants Program		4951200522		0522 Safety & Sec Decreased Revenue	0000107978	5,821.42
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	342501	Lease Revenue		14464	Leasing/Rental Contracts				Leasing Reserve Increase	0000108264	(20,000.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13903	County Wide Recycling				Daily Receipts 4/18/24	0000108328	(353.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331701	Workforce Education Performanc		11346	MTC Industry Cert				Industry Certification MTC	0000108453	(341,213.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13903	County Wide Recycling				Daily Receipts 4/24/24	0000108641	(120.60)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13903	County Wide Recycling				Daily Receipts 4/25/24	0000108730	(272.70)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	30000	Revenue	349501	Other Misc Local Sources		15001	Grants Program		4026100294		23.24 0294 Student Emergency Pilot Grant	0000108946	(1,500.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		12482	Take Stock in Children				TSIC April Printing Exp	0000109169	(1.45)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		12482	Take Stock in Children				TSIC April Fingerprinting.	0000109175	(235.50)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	339901	Other Miscellaneous State Rev	0211	14699	MTC Dual Enrollment Scholarshi				14699 MTC Dual Enrollment recognize the revenue	0000110374	(12,224.93)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	363001	Transfers from Capital Project		40521	TR Educational Facilities Gr				TR Educational Facilities Revenue Correction	0000110440	6,465.15
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	363001	Transfers from Capital Project		40522	TR Educational Facilities Gr				TR Educational Facilities Revenue Correction	0000110440	105,611.16
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	320201	Medicaid		00000	Discretionary				Rev Rec April	0000110671	(200,995.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	337101	Voluntary Prekindgarden Progra		11503	Voluntary PreK				Rev Rec April	0000110671	118,654.61
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	342501	Lease Revenue		14464	Leasing/Rental Contracts				Rev Rec April	0000110671	(34,461.85)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	342501	Lease Revenue		14466	Leasing/Rental Contracts-Other				Rev Rec April	0000110671	(17,550.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14715	STEM Referendum, General				Rev Rec April	0000110671	(131,771.90)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	347101	Preschool Program Fees		11503	Voluntary PreK				Rev Rec April	0000110671	(118,654.61)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349101	Bus Fees		00000	Discretionary				Rev Rec April	0000110671	(33,663.24)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349201	Transportation Services Render		00000	Discretionary				Rev Rec April	0000110671	23,364.55
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349301	Sale of Junk		00000	Discretionary				Rev Rec April	0000110671	(10,284.49)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13670	Scribbles Record Requests				Rev Rec April	0000110671	(2,686.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13690	Outside Vehicle Rep/DrverCert				Rev Rec April	0000110671	(143.53)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13741	Emer Mngt IAN Non Shelter Exp				Rev Rec April	0000110671	(20,175.57)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13837	Fiber Service Agreements				Rev Rec April	0000110671	(641.53)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13904	Development Planning				Rev Rec April	0000110671	(11,800.00)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		14867	Graduation Video Project				Rev Rec April	0000110671	(63.80)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources	9534	14891	Teacher Certification Fees				Rev Rec April	0000110671	(8,756.60)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349801	Collections - Textbooks		14111	Instructional Matl-Lost/Stolen				Rev Rec April	0000110671	11,358.95
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349801	Collections - Textbooks		14111	Instructional Matl-Lost/Stolen				Rev April Lost & Stolen Textbook	0000110724	(11,358.95)
2	10	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	364001	Transfers from Special Revenue		80002	COVID 19 Expenditure Changes				ESSER II - Amendment to GF Transfer	0000110737	23,787.01
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	51010	Instructional - Basic K-1	451001	Supplies	0261	15001	Grants Program	SDMC4	402610029	510000000	23.24 0294 Student Emergency Pilot Grant	0000108945	1,500.00
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412101	Teachers Regular Pay	0721	13553	Slosberg Drivers Ed Match 2223				Slosberg Drivers Ed Match	0000109684	4,683.77
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0721	13553	Slosberg Drivers Ed Match 2223				Slosberg Drivers Ed Match	0000109684	750.76
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0721	13553	Slosberg Drivers Ed Match 2223				Slosberg Drivers Ed Match	0000109684	316.14
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423101	Health & Hospitalizations	0721	13553	Slosberg Drivers Ed Match 2223				Slosberg Drivers Ed Match	0000109684	702.64
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423201	Life Insurance	0721	13553	Slosberg Drivers Ed Match 2223				Slosberg Drivers Ed Match	0000109684	9.23
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0721	13553	Slosberg Drivers Ed Match 2223				Slosberg Drivers Ed Match	0000109684	63.46
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	479010	Misc budget	9799	14715	STEM Referendum, General				Rev Offset April	0000110470	131,771.90
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412103	Teachers Supplements	0072	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(298.76)

General Fund April 2024 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412103	Teachers Supplements	0181	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(1,135.25)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412103	Teachers Supplements	0351	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(2,261.57)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412103	Teachers Supplements	0721	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	2,625.05
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412103	Teachers Supplements	0761	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	494.02
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412103	Teachers Supplements	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(6,588.35)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412103	Teachers Supplements	0842	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(5,984.81)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412103	Teachers Supplements	0852	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(6,847.85)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	412103	Teachers Supplements	0861	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(367.16)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0072	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	1.15
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0181	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(2,726.51)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0351	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	331.56
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0721	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(1,857.24)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0761	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(4,014.04)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	1,544.14
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0842	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(209.74)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0852	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	233.54
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	421103	Retirement System	0861	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(822.48)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0072	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(32.64)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0181	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(1,387.77)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0351	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(299.64)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0721	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(431.10)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0761	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(543.27)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(766.05)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0842	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(678.80)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0852	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(873.00)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	422001	FICA	0861	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(450.81)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423101	Health & Hospitalizations	0351	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	5,365.97
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423101	Health & Hospitalizations	0721	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	87.17
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423101	Health & Hospitalizations	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	6,659.40
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423101	Health & Hospitalizations	0842	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	4,704.11
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423101	Health & Hospitalizations	0852	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	11,771.48
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423201	Life Insurance	0351	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	64.33
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423201	Life Insurance	0721	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	1.31
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423201	Life Insurance	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	86.37
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423201	Life Insurance	0842	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	61.25
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	423201	Life Insurance	0852	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	125.78
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0072	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(3.75)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0181	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	334.02
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0351	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(32.50)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0721	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(197.65)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0761	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(379.03)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(85.98)

General Fund April 2024 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0842	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(76.07)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0852	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	529.86
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-1	424001	Worker's Compensation	0861	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(130.29)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	412103	Teachers Supplements	0731	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(43,150.83)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	412103	Teachers Supplements	2068	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	1,959.98
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	421103	Retirement System	0731	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(5,751.27)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	421103	Retirement System	2068	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	365.44
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	422001	FICA	0731	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(3,319.50)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	422001	FICA	2068	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	106.43
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	423101	Health & Hospitalizations	0731	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	812.99
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	423201	Life Insurance	0731	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	10.68
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	424001	Worker's Compensation	0731	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(539.88)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Edı	424001	Worker's Compensation	2068	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	100.83
	2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	53500	Instruction-Career&Tec	479001	Miscellaneous Expense	0211	15001	Grants Program	SDMC4	402110046	535000000	23.24 Bright Futures Budget Adjustment	0000107687	(400.04)
	2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	53500	Instruction-Career&Tec	479001	Miscellaneous Expense	0211	15001	Grants Program	SDMC4	402110024	535000000	23.24 Children / Spouse of Deceased Budget Adjustment	0000107690	(341.64)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53500	Instruction-Career&Tec	422001	FICA	0211	13600	FWS Local Match				FWS Local Match MTC	0000107853	25.00
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53500	Instruction-Career&Tec	424001	Worker's Compensation	0211	13600	FWS Local Match				FWS Local Match MTC	0000107853	153.00
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53500	Instruction-Career&Tec	475004	Part time Hourly Employees	0211	13600	FWS Local Match				FWS Local Match MTC	0000107853	2,000.00
	2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	53500	Instruction-Career&Tec	436002	Rentals Software	0211	15001	Grants Program	SDMC4	402110041	535000000	0415 CTE Adult General Education Increase Budget	0000107922	5,791.00
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53500	Instruction-Career&Tec	451001	Supplies	0211	11346	MTC Industry Cert				Industry Certification MTC	0000108452	341,213.00
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53500	Instruction-Career&Tec	451001	Supplies	9799	14699	MTC Dual Enrollment Scholarshi				14699 MTC Dual Enrollment recognize the revenue	0000110375	12,224.93
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53010	Career Education - 9-12	412103	Teachers Supplements	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(7,133.36)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53010	Career Education - 9-12	421103	Retirement System	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(1,201.31)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53010	Career Education - 9-12	422001	FICA	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(523.81)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53010	Career Education - 9-12	424001	Worker's Compensation	0762	13675	Seven-Period Teacher				Program 13675 Seven Period Teacher Reduction	0000110598	(89.20)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	62010	Instructional Media Ser	451001	Supplies	9615	14867	Graduation Video Project				Rev Offset April	0000110470	63.80
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Train	433005	Out of State Travel	0857	14313	Summer Prof Dev				Summer PD 0857	0000108695	25,000.00
	2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	74010	Facilities Acquisition an	479401	Charter School State CO	2101	15001	Grants Program	SDMC4	495120052	740000000	0522 Safety & Sec Budget Decreased	0000107977	(2,161.27)
	2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	74010	Facilities Acquisition an	479401	Charter School State CO	2121	15001	Grants Program	SDMC4	495120052	740000000	0522 Safety & Sec Budget Decreased	0000107977	(34.92)
	2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	74010	Facilities Acquisition an	479401	Charter School State CO	2141	15001	Grants Program	SDMC4	495120052	740000000	0522 Safety & Sec Budget Decreased	0000107977	(3,625.23)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77310	Personnel Services	433005	Out of State Travel	0857	14313	Summer Prof Dev				Summer PD 0857	0000108695	5,000.00
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77310	Personnel Services	439001	Other Purchased Services	9534	14891	Teacher Certification Fees				Rev Offset April	0000110470	8,756.60
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77610	Internal Services	451001	Supplies	9572	13670	Scribbles Record Requests				Rev Offset April	0000110470	2,686.00
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	416201	B Support Regular Pay	9513	00000	Discretionary				Mechanic Salary Reduction	0000107141	(100,405.00)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	421103	Retirement System	9513	00000	Discretionary				Mechanic Salary Reduction	0000107141	(13,624.96)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	422001	FICA	9513	00000	Discretionary				Mechanic Salary Reduction	0000107141	(7,680.38)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	423101	Health & Hospitalizations	9513	00000	Discretionary				Mechanic Salary Reduction	0000107141	(15,723.72)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	423201	Life Insurance	9513	00000	Discretionary				Mechanic Salary Reduction	0000107141	(230.93)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	424001	Worker's Compensation	9513	00000	Discretionary				Mechanic Salary Reduction	0000107141	(1,255.01)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	431001	Prof & Technical Services	9514	00000	Discretionary				Radio Access Fees	0000107142	(51,893.07)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	435001	Repairs and Maintenance	9514	00000	Discretionary				Radio Access Fees	0000107142	41,600.00
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	436001	Rentals	9514	00000	Discretionary				Radio Access Fees	0000107142	41,600.00
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	411201	Other SAMP Regular Pay	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	223.12
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	416101	NB Support Regular Pay	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	1,843.25
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	416102	NB Support Overtime Pay	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	296.81
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	416201	B Support Regular Pay	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	(531,806.56)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	416202	B Support Overtime Pay	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	(2,672.39)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	421103	Retirement System	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	(13,064.50)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	422001	FICA	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	(2,000.00)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	423101	Health & Hospitalizations	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	(78,181.93)
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	423201	Life Insurance	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	(1,474.37)

General Fund April 2024 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation	424001	Worker's Compensation	9513	00000	Discretionary				Vehicle Maintenance Salary Reduction	0000110597	(6,102.04)
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	435001	Repairs and Maintenance	9531	00000	Discretionary				Security Radio Main Fees	0000107875	16,395.00
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	9799	14464	Leasing/Rental Contracts				Leasing Reserve Increase	0000108263	20,000.00
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0072	14466	Leasing/Rental Contracts-Other				Rev Offset April	0000110470	13,000.00
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	9799	14464	Leasing/Rental Contracts				Rev Offset April	0000110470	34,461.85
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	81350	Energy & Recycling	451001	Supplies	9512	13903	County Wide Recycling				Daily Receipts 4/3/24	0000107340	195.00
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	81350	Energy & Recycling	451001	Supplies	9512	13903	County Wide Recycling				Daily Receipts 4/9/24	0000107699	520.00
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	81350	Energy & Recycling	451001	Supplies	9512	13903	County Wide Recycling				Daily Receipts 4/11/24	0000107812	403.20
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	81350	Energy & Recycling	451001	Supplies	9512	13903	County Wide Recycling				Daily Receipts 4/18/24	0000108330	353.00
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	81350	Energy & Recycling	451001	Supplies	9512	13903	County Wide Recycling				Daily Receipts 4/24/24	0000108642	120.60
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	81350	Energy & Recycling	451001	Supplies	9512	13903	County Wide Recycling				Daily Receipts 4/25/24	0000108731	272.70
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	81800	Charter Fleet	455001	Repair Parts	9513	13690	Outside Vehicle Rep/DrverCert				Rev Offset April	0000110470	143.53
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	439002	Printing	9322	12482	Take Stock in Children				TSIC April Printing Exp	0000109170	1.45
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	439001	Other Purchased Services	9322	12482	Take Stock in Children				TSIC April Fingerprinting.	0000109174	235.50
																		Total		(3,571,149.05)

Health Insurance Fund
April 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,870,340)	(12,870,340)	-	0.00%	
3XX	Revenues	(54,642,000)	(54,642,000)	-	0.00%	
3XX	Transfers In	(600,000)	(600,000)	-	0.00%	
77X	Central Services	59,507,891	60,107,891	600,000	1.01%	
9XX	Budgeted Fund Balance	8,604,449	8,004,449	(600,000)	-6.97%	**1**

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
RX Claims PO increase	600,000
Other misc adjustments	-
Total	600,000

Health Insurance Fund
April 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	71101	Self-Insurance - Health	77310	Personnel Services	477002	Claims/Health	9535	00000	Discretionary				$$ increase needed for RX claims	0000108882	(1,200,000.00)
1	10	KK_DET_BUD	SDMC1	Transfer Adjus	Posted	71101	Self-Insurance - Health	77310	Personnel Services	477003	Claims/RX	9535	00000	Discretionary				$$ increase needed for RX claims	0000108882	1,200,000.00
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	71101	Self-Insurance - Health	77310	Personnel Services	477003	Claims/RX	9535	00000	Discretionary				RX Claims PO increase	0000109054	600,000.00
																		Total		(1,200,000.00)

Workers Comp Fund
April 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,565,045)	(1,565,045)	-	0.00%	
3XX	Revenues	(3,200,000)	(3,200,000)	-	0.00%	
77X	Central Services	3,467,192	3,467,192	-	0.00%	
9XX	Budgeted Fund Balance	1,297,853	1,297,853	-	0.00%	

Trust & Agency Fund
April 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,121,660)	(1,121,660)	-	0.00%	
3XX	Revenues	(862,595)	(863,996)	(1,401)	0.16%	
5XX	Instructional	1,921,503	1,921,503	-	0.00%	
61X	Student Support Services	11,372	12,773	1,401	12.32%	**1**
63X	Instruction and Curriculum Development	24,346	24,346	-	0.00%	
72X	General Admin Superintendent	13,656	13,656	-	0.00%	
76X	Food Services	250	-	(250)	-100.00%	**2**
77X	Central Services	9,627	9,627	-	0.00%	
79X	Operation of Plant	-	250	250	n/a	**3**
91X	Community Services	3,500	3,500	-	0.00%	
9XX	Budgeted Fund Balance	-	-	-	n/a	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Donation to Project Heart	1,401
Other misc adjustments	-
Total	1,401

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
Correction function for a Food and Nutrition Services donation	(250)
Other misc adjustments	-
Total	(250)

Reference 3 - Comments for Functional Changes over 5%:	Budget Amendment
Correction function for a Food and Nutrition Services donation	250
Other misc adjustments	-
Total	250

Trust & Agency Fund

April 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
	1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	61510	Parental Involvement	451001	Supplies	9305	36028	Project Heart				Daily Receipts 4/17/24	0000108327	1,401.00

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
	2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	76010	Food Services	451001	Supplies	9516	14259	FNS Donations				Rev Offset April	0000110470	(250.00)

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
	3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	79010	Operation of Plant	451001	Supplies	9516	14259	FNS Donations				Rev Offset April	0000110470	250.00

Special Revenue Fund
April 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	-	-	-	n/a	
3XX	Revenues	(44,774,775)	(45,483,865)	(709,090)	1.58%	
3XX	Transfers In and Other Funding Sources	-	-	-	n/a	
5XX	Instructional	27,852,644	28,545,735	693,091	2.49%	
61X	Student Support Services	(620,611)	(412,116)	208,495	-33.60%	**1**
62X	Instructional Media Services	(6,131)	(6,131)	-	0.00%	
63X	Instruction and Curriculum Development	9,332,640	9,328,861	(3,779)	-0.04%	
64X	Instructional Staff Training	5,868,872	5,886,719	17,847	0.30%	
65X	Instructional Technology	15,225	15,225	-	0.00%	
71X	Board	(77)	(77)	-	0.00%	
72X	General Admin Superintendent	1,276,638	1,260,746	(15,892)	-1.24%	
73X	School Administration	(71,795)	(71,795)	-	0.00%	
74X	Facility Acquisition and Construction	(3,224)	(3,224)	-	0.00%	
75X	Fiscal Services	(185,912)	(182,612)	3,300	-1.78%	
76X	Food Services	30,549	(45,111)	(75,660)	-247.67%	**2**
77X	Central Services	93,632	95,101	1,469	1.57%	
78X	Transportation	(646,374)	(766,156)	(119,782)	18.53%	**3**
79X	Operation of Plant	8,896	8,896	-	0.00%	
81X	Maintenance of Plant	(3,963)	(3,963)	-	0.00%	
82X	Administrative Technology	(9,049)	(9,049)	-	0.00%	
91X	Community Services	(47,996)	(47,996)	-	0.00%	
97X	Transfer Out	1,890,809	1,890,809	0	0.00%	
9XX	Budgeted Fund Balance	-	-	-	n/a	

Reference 1 Comments for Functional Changes over 5%:	Budget Amendment
Title IV Amendment 2 Upload	181,184
Other misc adjustments	27,311
Total	208,495

Reference 2 Comments for Functional Changes over 5%:	Budget Amendment
Amendment ESSER Summer Learning	(75,660)
Other misc adjustments	-
Total	(75,660)

Reference 3 Comments for Functional Changes over 5%:	Budget Amendment
Amendment Summer Learning - 4533	(51,917)
Title I Part A Transfer for Amendment 1	(31,141)
ARP Homeless Transfer to Align Budget with Amendment 2	(26,724)
Project LIFT - Transfer to cover salary for contract employee	(10,000)
Other misc adjustments	-
Total	(119,782)

Special Revenue Fund
April 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	9305	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Pt A 9305 PI Set Aside	0000107319	(1,211.41)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Pt A 9305 PI Set Aside	0000107319	1,211.41
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439401	Dist to Charter-NonFEFP	2122	15001	Grants Program	SDMC4	4930504324	6150000000	4324 Title I Part A Budget Upload Amendment 2	0000108157	880.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Servic	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504934	6100000000	4934 Title I Pt C NCH	0000108165	(2,200.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Servic	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504934	6100000000	4934 Title I Pt C NCH	0000108165	(298.54)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Servic	422001	FICA	9305	15001	Grants Program	SDMC4	4930504934	6100000000	4934 Title I Pt C NCH	0000108165	(168.30)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Servic	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504934	6100000000	4934 Title I Pt C NCH	0000108165	(27.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504934	6150000000	4934 Title I Pt C NCH	0000108165	2,200.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504934	6150000000	4934 Title I Pt C NCH	0000108165	298.54
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	9305	15001	Grants Program	SDMC4	4930504934	6150000000	4934 Title I Pt C NCH	0000108165	168.30
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504934	6150000000	4934 Title I Pt C NCH	0000108165	27.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Pt A CC 9305 Moving Budget	0000108223	(685.80)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	9305	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Pt A CC 9305 Moving Budget	0000108223	(1,507.88)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Pt A CC 9305 Moving Budget	0000108223	2,793.68
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Pt A CC 9305 Moving Budget	0000108223	(600.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	0421	15001	Grants Program	SDMC4	4930504324	6150000000	4324 Title I Pt A CC 0421 Samoset ES	0000108227	25,262.75
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	0421	15001	Grants Program	SDMC4	4930504324	6150000000	4324 Title I Pt A CC 0421 Samoset ES	0000108227	3,428.16
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	0421	15001	Grants Program	SDMC4	4930504324	6150000000	4324 Title I Pt A CC 0421 Samoset ES	0000108227	1,932.60
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	0421	15001	Grants Program	SDMC4	4930504324	6150000000	4324 Title I Pt A CC 0421 Samoset ES	0000108227	315.78
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0421	15001	Grants Program	SDMC4	4930504324	6150000000	4324 Title I Pt A CC 0421 Samoset ES	0000108227	(8,000.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0261	15001	Grants Program	SDMC4	4930504324	6150000000	4324 Title I Part A CC 0261 Oneco Supplies	0000108234	7.97
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	0271	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Part A CC 0271 Rogers Garden - Cvr Negatives	0000108356	56.66
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0271	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Part A CC 0271 Rogers Garden - Cvr Negatives	0000108356	(56.66)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social \	421103	Retirement System	9318	15001	Grants Program	SDMC4	4930504324	6110000000	4324 Title I Part A CC 9318 Supplies	0000108565	(13.08)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	9305	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Part A CC 9305 Correcting Negative	0000108860	0.19
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Part A CC 9305 Correcting Negative	0000108860	(0.19)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support	433001	Local Travel	9323	15001	Grants Program	SDMC4	4932304824	6190000000	4824 Farmworkers Transfer Between Travel Lines	0000108940	203.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304824	6190000000	4824 Farmworkers Transfer Between Travel Lines	0000108940	(203.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	0601	15001	Grants Program	SDMC4	4930504324	6150000000	4324 Title I Pt A CC 0601 Moody Transfer to Cover Printing	0000109042	12.29
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0601	15001	Grants Program	SDMC4	4930504324	6150000000	4324 Title I Pt A CC 0601 Moody Transfer to Cover Printing	0000109042	(12.29)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	413401	Other Cert Regular Pay	0211	15001	Grants Program	SDMC4	4021104424	6120000000	4424 A.G.E Grant aligning budget to award letter	0000109166	(881.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104424	6120000000	4424 A.G.E Grant aligning budget to award letter	0000109166	5,329.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	422001	FICA	0211	15001	Grants Program	SDMC4	4021104424	6120000000	4424 A.G.E Grant aligning budget to award letter	0000109166	(59.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104424	6120000000	4424 A.G.E Grant aligning budget to award letter	0000109166	669.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	423201	Life Insurance	0211	15001	Grants Program	SDMC4	4021104424	6120000000	4424 A.G.E Grant aligning budget to award letter	0000109166	30.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	424001	Worker's Compensation	0211	15001	Grants Program	SDMC4	4021104424	6120000000	4424 A.G.E Grant aligning budget to award letter	0000109166	598.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104424	6120000000	4424 A.G.E Grant aligning budget to award letter	0000109166	(1,612.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	473001	Dues and Fees	0211	15001	Grants Program	SDMC4	4021104424	6120000000	4424 A.G.E Grant aligning budget to award letter	0000109166	(645.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support	433001	Local Travel	9323	15001	Grants Program	SDMC4	4932304824	6190000000	4824 Farmworkers Transfer Between Travel Lines	0000109167	(55.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304824	6190000000	4824 Farmworkers Transfer Between Travel Lines	0000109167	55.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	415102	Teacher Aides Overtime Pay	0521	15001	Grants Program	SDMC4	4930504324	6159000000	PAY0109210 Loading Zero Budget Lines	0000109225	0.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	0281	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Pt A CC 0281 Palm View Plan Revision	0000109679	(271.09)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0281	15001	Grants Program	SDMC4	4930504324	6159000000	4324 Title I Pt A CC 0281 Palm View Plan Revision	0000109679	271.09
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	433005	Out of State Travel	0211	15001	Grants Program	SDMC4	4021104144	6120000000	moving budget between lines to help offset any negative balances within the grant 4144	0000109780	(281.24)

Special Revenue Fund
April 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	473001	Dues and Fees	0211	15001	Grants Program	SDMC4	4021104144	6120000000	moving budget between lines to help offset any negative balances within the grant 4144	0000109780	(95.00)
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	464901	FF&E-Tech Related Non Cap	9305	15001	Grants Program	SDMC4	4930504114	6150000000	4114 Title IV Amendment 2 Upload	0000109971	181,184.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	415102	Teacher Aides Overtime Pay	9305	15001	Grants Program	SDMC4	4930504324	6150000000	Create Grant lines for April 24 payroll journal to post.	0000110408	0.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	415102	Teacher Aides Overtime Pay	9305	15001	Grants Program	SDMC4	4930504934	6150000000	Create Grant lines for April 24 payroll journal to post.	0000110409	0.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support	433003	Out of County Travel	9308	15001	Grants Program	SDMC4	4930804523	6190000000	4523 SCAT Transfer	0000107323	(4,512.70)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support	459001	Other Materials and Supplies	9308	15001	Grants Program	SDMC4	4930804523	6190000000	4523 SCAT Transfer	0000107323	4,512.70
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support	433005	Out of State Travel	9308	15001	Grants Program	SDMC4	4930804523	6190000000	4523 SCAT Transfer to Cover Expenses	0000108923	(1,187.44)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support	459001	Other Materials and Supplies	9308	15001	Grants Program	SDMC4	4930804523	6190000000	4523 SCAT Transfer to Cover Expenses	0000108923	1,187.44
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social \	413401	Other Cert Regular Pay	9318	15001	Grants Program	SDMC4	4931804543	6110000000	4543 Project LIFT - Transfer to cover salary for contract for employee #308078 - Rubio, Kerri.	0000108942	18,068.81
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social \	421103	Retirement System	9318	15001	Grants Program	SDMC4	4931804543	6110000000	4543 Project LIFT - Transfer to cover salary for contract for employee #308078 - Rubio, Kerri.	0000108942	2,451.94
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social \	422001	FICA	9318	15001	Grants Program	SDMC4	4931804543	6110000000	4543 Project LIFT - Transfer to cover salary for contract for employee #308078 - Rubio, Kerri.	0000108942	1,382.27
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social \	423101	Health & Hospitalizations	9318	15001	Grants Program	SDMC4	4931804543	6110000000	4543 Project LIFT - Transfer to cover salary for contract for employee #308078 - Rubio, Kerri.	0000108942	2,829.55
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social \	423201	Life Insurance	9318	15001	Grants Program	SDMC4	4931804543	6110000000	4543 Project LIFT - Transfer to cover salary for contract for employee #308078 - Rubio, Kerri.	0000108942	41.56
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social \	424001	Worker's Compensation	9318	15001	Grants Program	SDMC4	4931804543	6110000000	4543 Project LIFT - Transfer to cover salary for contract for employee #308078 - Rubio, Kerri.	0000108942	225.87
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0031	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,446.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0051	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	24,340.01
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0061	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	40,088.55
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0151	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,446.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0221	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	36,893.90
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0231	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,446.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0261	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	21,957.60
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0271	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,446.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0281	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,446.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0291	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	20,889.99
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0301	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	37,063.02
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0381	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	37,138.02
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0411	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	36,893.90
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0421	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,827.06
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0521	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	23,117.41
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0541	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,446.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0601	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	21,430.56
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0621	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,446.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0631	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	23,433.75
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0641	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,446.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0651	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,995.48
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0671	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	41,353.68
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0681	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	25,212.56
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0691	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	18,931.71
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0701	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	19,122.08
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0741	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	15,208.23
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0771	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	37,378.66
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0781	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	30,166.35
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0791	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	41,880.70
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0801	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	45,075.01
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0811	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	40,088.55
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0821	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	36,893.90
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	0857	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	41,100.34
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	School Couns Regular Pay	9305	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	(901,056.62)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0031	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,791.54
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0051	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,838.99
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0061	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,770.48
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0151	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,801.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0221	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,571.24
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0231	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,790.77
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0261	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,987.81
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0271	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,799.85
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0281	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,037.24
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0291	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,913.03
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0301	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,820.38

Special Revenue Fund
April 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0381	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	4,059.62
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0411	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,593.07
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0421	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,819.26
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0521	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,044.40
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0541	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,797.79
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0601	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,957.28
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0621	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,796.72
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0631	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,067.35
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0641	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,996.73
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0651	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,828.47
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0671	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	4,049.04
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0681	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,137.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0691	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,039.46
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0701	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,826.40
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0741	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,295.19
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0771	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,621.96
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0781	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,305.86
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0791	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,867.26
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0801	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	4,004.49
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0811	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,286.13
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0821	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,619.36
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	0857	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	4,041.87
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	(87,178.49)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0031	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	981.47
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0051	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,144.01
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0061	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,049.99
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0151	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	990.06
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0221	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,892.74
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0231	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	885.81
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0261	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,069.97
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0271	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	982.07
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0281	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	998.63
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0291	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,019.97
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0301	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,865.65
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0381	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,852.31
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0411	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,957.59
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0421	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	945.39
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0521	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,103.32
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0541	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	971.11
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0601	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,029.84
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0621	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	988.08
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0631	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,118.72
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0641	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	968.59
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0651	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	983.08
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0671	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,089.44
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0681	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,165.20
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0691	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	966.24
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0701	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	869.09
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0741	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	716.66
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0771	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,976.35
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0781	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,299.44
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0791	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,043.12
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0801	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,143.30
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0811	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,055.22
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0821	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,015.30
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	0857	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,067.24
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	(45,205.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0031	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,765.42
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0051	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,294.47
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0061	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	5,799.43
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,732.88
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0221	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	6,077.02
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0231	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,775.07
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0261	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,095.21
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0271	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,765.42
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0281	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	1,732.88
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0291	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,381.23
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0301	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	5,995.11
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0381	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	7,163.74
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0411	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	6,083.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0421	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,365.67
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0521	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,171.62
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0541	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,291.33
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0601	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,520.24
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0621	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,728.30
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0631	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,238.79
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0641	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,661.74
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0651	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,394.60
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0671	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	4,922.17
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0681	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,232.76
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0691	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,285.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0701	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,838.49
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0741	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	2,740.88
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0771	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	6,158.95

Special Revenue Fund
April 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0781	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	3,802.46
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0791	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	6,581.86
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0801	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	6,530.79
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0811	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	4,798.40
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0821	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	4,946.68
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0857	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	5,930.91
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	(134,803.97)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0031	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	38.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0051	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	50.89
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0061	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	83.23
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	38.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0221	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	73.69
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0231	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	38.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0261	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	45.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0271	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	38.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0281	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	38.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0291	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	41.77
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0301	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	77.47
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0381	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	78.15
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0411	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	77.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0421	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	39.27
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0521	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	48.27
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0541	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	38.08
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0601	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	44.75
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0621	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	37.97
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0631	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	48.95
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0641	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	37.19
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0651	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	39.74
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0671	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	86.24
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0681	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	50.06
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0691	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	39.65
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0701	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	39.91
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0741	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	38.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0771	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	78.15
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0781	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	62.15
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0791	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	87.45
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0801	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	91.34
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0811	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	83.78
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0821	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	76.80
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0857	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	85.90
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	(1,874.80)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0031	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	216.17
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0051	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	285.20
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0061	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	469.65
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	216.17
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0221	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	432.34
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0231	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	216.17
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0261	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	257.25
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0271	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	216.17
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0281	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	235.28
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0291	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	244.77
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0301	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	442.88
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0381	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	472.35
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0411	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	432.34
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0421	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	220.55
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0521	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	270.85
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0541	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	216.17
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0601	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	251.03
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0621	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	216.17
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0631	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	274.53
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0641	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	233.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0651	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	222.64
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0671	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	501.39
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0681	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	295.44
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0691	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	238.80
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0701	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	221.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0741	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	171.16
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0771	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	438.07
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0781	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	353.54
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0791	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	490.73
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0801	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	528.07
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0811	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	469.72
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0821	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	442.96
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	0857	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	498.51
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504379	6120000000	Counselor Salary Allocation	0000107724	(10,691.07)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	0431	15001	Grants Program	SDMC4	4930504379	6120000000	Transferring Benefit Funds for needed Reclass	0000107726	165.30
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504379	6120000000	Transferring Benefit Funds for needed Reclass	0000107726	(165.30)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	0431	15001	Grants Program	SDMC4	4930504379	6120000000	Transferring Benefit Funds for needed Reclass	0000107726	1.65
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504379	6120000000	Transferring Benefit Funds for needed Reclass	0000107726	(1.65)

Special Revenue Fund
April 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Servic	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504572	6100000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(15,315.34)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Servic	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504572	6100000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(2,716.34)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Servic	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504572	6100000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(2,853.74)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Servic	422001	FICA	9305	15001	Grants Program	SDMC4	4930504572	6100000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(2,379.42)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Servic	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504572	6100000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(1,030.39)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Servic	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504572	6100000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(35.23)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Servic	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504572	6100000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(225.39)
																			Total	208,495.09

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	76010	Food Services	457001	Food	9799	15001	Grants Program	SDMC4	4930504533	7600000000	Amendment Summer Learning-4533	0000107695	(75,660.00)
																		Total		(75,660.00)

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504324	7800000000	4324 Title I Part A Transfer for Amendment 1 Plus 4 Lines to Reverse BT 103041	0000107766	(28,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0271	15001	Grants Program	SDMC4	4930504324	7800000000	4324 Title I Part A CC 0271 Rogers Garden Plan Amendment	0000107781	(2,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0271	15001	Grants Program	SDMC4	4930504324	7800000000	4324 Title I Part A CC 0271 Rogers Garden Plan Amendment	0000107781	(1,140.60)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	78010	Student Transportation	436001	Rentals	9318	15001	Grants Program	SDMC4	4931804543	7800000000	4543 Project LIFT - Transfer to cover salary for contract for employee #308078 - Rubio, Kerri.	0000108942	(10,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	436001	Rentals	9305	15001	Grants Program	SDMC4	4930504533	7800000000	Amendment Summer Learning-4533	0000107695	35,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504533	7800000000	Amendment Summer Learning-4533	0000107695	(86,917.03)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 ARP Homeless Transfer for Rentals	0000108163	(3,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	436001	Rentals	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 ARP Homeless Transfer for Rentals	0000108163	3,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	411201	Other SAMP Regular Pay	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(25,417.46)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(1,449.15)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	422001	FICA	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(1,944.44)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	2,202.76
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(58.46)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504572	7800000000	4572 ARP Homeless Transfer to Align Budget with Amendment 2	0000109237	(57.72)
																		Total		(119,782.10)

Food Service Fund
April 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(14,607,124)	(14,607,124)	-	0.00%	
3XX	Revenues	(34,359,129)	(34,359,129)	-	0.00%	
76X	Food Services	36,420,352	36,420,352	-	0.00%	
9XX	Budgeted Fund Balance	12,545,901	12,545,901	-	0.00%	

AGENDA ITEM NO. 12.2

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of Advertising a Notice of Intent to Amend the Code of Student Conduct and to Set a Public Hearing on the Proposed Changes at the Board Meeting Scheduled for July 23, 2024 (General Fund)

Executive Summary
The Code of Student Conduct is reviewed and revised annually and serves as the School Board's policies and procedures for governing student behavior on school grounds, at school activities, and while being transported to and from school. Approving the advertising and setting a public hearing assures compliance with the provisions of Section 120.54 (3)(a) 1, Florida Statutes. A copy of the proposed changes is attached with new language indicated by red strikethrough. A full copy of the proposed 2024-2024 Student code of Conduct without strikethrough or underlined text has also been provided.

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

Ready To Learn | Goal 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

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 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

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

Recommendation
The Superintendent recommends approval of 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 23, 2024 (General Fund)

Financial Impact
The cost to implement this agenda item will not exceed $200.00 for advertising in the newspaper. The funding source for this expenditure is the General Operating Fund and is included in the Board's approved budget for 2023-2024.

Contact
Submitting Department: Dropout Prevention
Initiated By: George Schrier

Attachments:
SDMC_CodeStudentConduct_2024-2025 5.29.01. Clean Copy
SDMC_CodeStudentConduct_2024-2025 5.29 RED-LINED.pdf

MANATEE COUNTY SCHOOL DISTRICT

STUDENT CODE OF CONDUCT
2024-2025

MANATEE COUNTY SCHOOL DISTRICT

DRAFT

THE SCHOOL DISTRICT OF MANATEE COUNTY
CODE OF STUDENT CONDUCT
2023-2024

Dear Students and Parents,

It is a tremendous honor to serve as superintendent of the School District of Manatee County. My favorite part of working in education is witnessing first-hand the learning process taking place in classrooms led by talented teachers who inspire students. I look forward to meeting many of you in our schools as the year progresses.

A primary goal of the district is to provide a safe, caring, and focused learning environment for all students. To achieve this goal, the School Board has approved this comprehensive Code of Student Conduct. I encourage you to read and familiarize yourself with the Code of Student Conduct to make sure you understand what is expected from all students at school and school-related events.

I want to thank the students, school and district administrators, faculty and staff members, School Advisory Council members and representatives of our community for the time they devoted to developing this Code of Conduct. The Code of Student Conduct is reviewed annually for additions or deletions that may be necessary for clarification or required by new legislation. If you have any questions regarding the contents, please contact your school principal.

The information in this District Code of Student Conduct is being provided to all students and parents. Extra copies of this publication are available at school sites, or on the District website at www.manateeschools.net.

Thank you for your faithful support of our schools and district. I wish you all a safe and successful school year.



Sincerely,

Dr. Jason Wysong,
Superintendent

DRAFT

THE SCHOOL BOARD OF MANATEE COUNTY

BRADENTON, FLORIDA

Members

Chad Choate – Chairman (District 4)

Cindy Spray – Vice Chair - (District 2)

Gina Messenger - (District 1)

Mary Foreman - (District 3)

Richard Tatem – (District 5)

Superintendent of Schools

Dr. Jason Wysong

School Board of Manatee County policies may be viewed online at www.manateeschools.net

BOARD POLICIES

Bylaws	0000
Administration	1000
Program	2000
Instructional Staff	3000
Support Staff	4000
Students	5000
Finances	6000
Property	7000
Operations	8000
Community Relations	9000

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FORTIFYFL

SUSPICIOUS ACTIVITY REPORTING APP

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FLORIDA DEPARTMENT OF EDUCATION

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SECTION 1: STUDENT RIGHTS AND RESPONSIBILITIES

SAFE, POSITIVE LEARNING ENVIRONMENT

The purpose of this document is to assist students, parents, and school personnel in establishing and maintaining a safe, nurturing and well-disciplined learning environment for all. To be fully effective, the Code of Student Conduct addresses not only the role of the parents, the students, and the school, but also specifies areas relative to the responsibilities and rights of students and parents; grounds for disciplinary action; and procedures to be followed for acts requiring disciplinary action.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students, as well as the safety and security of our school communities.

Students in the School District of Manatee County are subject to the Code of Student Conduct during the school day and regular school activities, while being transported on school buses or at public expense to and from school or other education facilities. Students are also subject at such time and places that include - but are not necessarily limited to - school sponsored events, field trips, athletic functions, and other activities where appropriate school personnel have jurisdiction over students. In addition, jurisdictional control over students may be extended as per Florida Statute Sections 1006.07, 1006.09, 1006.13, 1006.147, and 1003.31 whenever the conduct of a student is deemed to have a detrimental effect on the health, safety, and welfare of any member of the school community or the learning environment of the school. It is the intent of the Student Rights and Responsibilities section of this Code that students understand that individual rights involve associated responsibilities and that individual rights must be viewed in relationship to the health, safety, and welfare of the majority of students within each school. In each school, the principal is responsible for the orderly school administration, operation and instructional leadership under the supervision of the Superintendent, in accordance with rules and regulations of the School Board. **The Superintendent is authorized to assign or reassign a student to any program or school as deemed to be in the best interest of the student or School District, pursuant to** F.S. 1006.08**.**

If you are attending a charter school or a school out of your assigned area under the School Choice Program, you may be suspended, expelled or reassigned during the school year as provided in this Code. Your school choice may additionally be revoked for non-attendance, habitual tardiness, or disciplinary issues, upon the recommendation of the principal. The principal's recommendation is subject to review and approval by the District Administrative Appeals Committee.

First Amendment Freedom of Expression

In 1969, The United States Supreme Court ruled that public school students do not leave their constitutional right to freedom of expression at the schoolhouse gate. You have a right to freedom of expression; however, when you exercise that right, you must do so in a responsible manner that does not cause a disruption of the school or a school activity. A principal may

impose reasonable time, place and manner restrictions on your exercise of First Amendment freedom of expression rights. If possible, before imposing reasonable time, place and manner restrictions, the principal will consult with the School District General Counsel and will notify the Superintendent (or designee) in such cases. If it is not possible to consult the School District General Counsel beforehand, the principal will do so as soon as possible.

Principal's Authority

The principal of each school is responsible for the administration of the school and the enforcement of the District Code of Student Conduct. The principal has the authority to direct students and staff and can impose any reasonable requirements that are not inconsistent with the District Code of Student Conduct or School Board Policy.

In Loco Parentis

State and federal law recognizes that teachers and school administrators have a need to stand in the place of parents over children entrusted to them at school. This is a concept called *in loco parentis*. While this power is not equal to a parent's power over a child, it permits school personnel to exercise a degree of supervision and control over students that could not be exercised over free adults. This concept is responsible for the fact that school personnel can search without a warrant based on reasonable suspicion and are not held to the higher standard of "probable cause" by which law enforcement is bound. It is also responsible for the fact that school personnel can interrogate a student without providing him or her with Miranda warnings or allowing the student to call a parent or attorney.

Prohibition of Discrimination

No student shall, on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, marital status, age, religion, 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 policies or practices by the School District of Manatee County. Any student who believes he or she has been discriminated against or has been harassed by an employee, student, or other third party, who is subject to control of the School Board, is encouraged to use the appropriate grievance procedures set forth in policy.

Grades and Academic Honor Code

Grades

An academic grade should reflect the teacher's most objective assessment of your academic achievement. Academic grades should not be used as a means of maintaining order in a classroom, nor should your behavior be included in calculating academic grades.

1. Your Responsibilities

a. To become informed of the grading criteria.
b. To maintain standards of academic performance commensurate with your ability, and to make every effort to improve your performance upon receipt of notification of unsatisfactory progress.

2. Your Rights

a. To receive a teacher's grading criteria at the beginning of each year or semester course.
b. To receive a reasonable notification of failure or potential failure prior to the end of the

grading period with sufficient time, when possible, to take corrective action.

3. Your Parents' Responsibilities

a. To meet with your teachers upon request and assist in helping take corrective action if you are experiencing academic difficulty.
b. To seek advice on before and after school programs that will assist you in succeeding in school.

Academic Honor Code

- I will take responsibility for my own work. I will not cheat, help others cheat, or allow anyone else to do my work for me.
- I will not plagiarize. I will use quotations and cite sources when I use someone else's words and ideas.
- I will not represent work generated by Artificial Intelligence (AI) as my own or submit such work in a way that is inconsistent with the expectations of my teachers.
- I will not forge the signature of others or knowingly falsify any records, information, or results.
- I will be honest about my work with teachers, peers, and parent(s)/guardian(s).
- I understand I will receive a zero on any assignment, as well as any other appropriate consequence for breaking the Honor Code.

Other Student Responsibilities

- To read and become familiar with the Code of Student Conduct;
- To attend school daily, prepare for class, and complete class and homework assignments to the best of your ability;
- To know and follow school rules and instructions given by the school administration, teachers, and other staff;
- To report to school staff any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community;
- To bring to school only those materials that are allowed;
- To treat everyone in the school community with respect;
- To respect school property, community property, and the property of others.

IGNITING POSITIVE SCHOOL CLIMATES

A school's climate can be simply defined as the "quality and character of school life" (National School Climate Council, 2007). This simple definition is underpinned by an array of intentional activities that support integral structures, such as trusting student and adult relationships, teaching and learning, the physical environment, and the safety of all school community members.

At its core, a positive school climate includes:

- positive relationships among and between all stakeholders (students, parents, all school personnel, and community partners);
- engaging, relevant academic and extracurricular activities for all students that meets

their social, academic, and developmental needs;

- meaningful family and community engagement;
- training and resources to resolve conflicts peacefully and respectfully;
- support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities;
- clean and well-maintained campuses that support a sense of school pride;
- orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.
-

These tenets of a positive school climate are reflected in several initiatives that are starting throughout the School District of Manatee County under the umbrella of what we call Project Spark.

SPARK
IGNITING POSITIVE SCHOOL CLIMATES

Project Spark combines prevention and early intervention through our Multi-Tiered Systems of Support (MTSS), and a focus on building environments for optimal engagement; cultivating skills that build resiliency; and supporting safe and welcoming learning communities. Through these efforts and other Tier One initiatives, Project Spark aims to build a more positive school experience and increase engagement for all students.

Multi-Tiered Systems of Support (MTSS)

MTSS refers to the instructional strategies, interventions, supports and resources that are used to help all students achieve academically and behaviorally. MTSS serves as the framework for organizing supports within a school and district so that the needs of the whole child are met. An effective system blends academic and behavior supports to create effective environments that address a range of student needs.

A three-tiered instruction and intervention framework is used to organize resources and supports to ensure student learning and educational success. The level of supports provided at each tier will match the needs of each student. Tier I is universal instruction and supports that is intended for all students. Tier II consists of targeted and supplemental supports, designed for the estimated 20% of students who require more than universal instruction and support. Tier III is the most intensive level and is intended for the 5-10% of students who may need more individualized support, in addition to their Tier I and II interventions.

MTSS is a proactive approach that has the following key elements:

- Leadership
- Building Capacity/Infrastructure for Implementation
- Communication and Collaboration
- Data-Based Problem Solving
- Three-Tiered Instructional/Intervention Model

- Data Evaluation

For more information on our MTSS, please visit the School District of Manatee County's website.

Building Environments for Optimal Engagement

Whether due to unclear expectations or learning goals, the impact of stress or trauma, or poor relationships with adults and peers, the optimal engagement of our students with their learning environment is challenged by numerous factors. To help address these barriers to student engagement, the SDMC actively promotes several initiatives.

CHAMPs is an evidence-based system of classroom management supported by over 30 years of research. Teachers use the CHAMPs model to clarify expectations for learning activities and transitions that occur throughout a class or school. The CHAMPS acronym stands for:

- **C**onversation: Can students talk to each other during this activity? At what level?
- **H**elp: How do students get the teacher's attention and their questions answered?
- **A**ctivity: What is the task/objective? What is the end product?
- **M**ovement: Can students move about during this activity?
- **P**articipation: How do students show they are fully participating? What does work behavior look/sound like?

To assist teachers and other school staff in better understanding developmentally appropriate teaching and learning, the SDMC has begun initial training using The Neurosequential Model in Education (NME). This training offers a way to educate school staff about brain development, developmental trauma, and how to apply that knowledge to support all students in and out of the classroom, especially those impacted by adverse childhood experiences.

The SDMC has also dedicated extensive time and resources in providing Youth Mental Health First Aid (YMHFA) training to most of our staff across all schools and support sites. YMHFA allows our staff to better understand and recognize the unique risk factors and warning signs of mental health problems in adolescents, including anxiety, depression, psychosis, eating disorders, substance use disorder, ADHD and other disruptive behavior disorders. YMHFA emphasizes the importance of early intervention and teaches our staff how to help an adolescent who is in crisis or experiencing a mental health challenge.

Quality relationships are perhaps the key element in building a positive school climate and are also critical for optimal student engagement. Our schools offer a wide range of activities and interests for our students to form social bonds and explore their personal interests with like-minded peers. In the classroom setting, relationships between students and adults can be strengthened through the use of practices such as community-building circles. Circles can be used proactively to help build trust, positive feelings, and a sense of belonging within the classroom community. Circles can also be used to discuss classroom expectations, problem-solve common issues, mentally prime students for learning, and create a culture of communication and empathy. With a strong sense of community, circles can also be used to restore relationships that may have been harmed. The SDMC has invested training and resources to bring the concept of circles to our schools. It represents an easy and effective way to foster better relationships and build the foundation for a more positive school climate.

Cultivate Skills that Build Resiliency

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To ensure positive mental health for all students, the SDMC ensures all students have the necessary skills and resources to see them through life's successes and challenges. The new FL Resiliency Standards, centered around Character, Personal Responsibility, Mentoring and Citizenship, Critical Thinking and Problem Solving provide the foundation for schools to support and strengthen the characteristics that build the capacity for our students to thrive in the face of life's challenges.

The new Florida Resiliency Standards were implemented for the first time during the 2023-2024 school year. The standards help us connect several existing universal curricular efforts to include substance use education, health education, character education, and mental health education.

Supporting Safe and Welcoming Learning Communities

Along with elements such as our MTSS, community-building circles, and our district code of conduct, the SDMC undertakes several initiatives to help ensure a safe and welcoming environment for all students.

Several of our district schools partner with the Sandy Hook Promise Foundation and operate a SAVE (Students Against Violence Everywhere) Promise Club. SAVE promise clubs are led by a faculty sponsor and empower student leaders to develop and organize activities designed to create safe and welcoming environments for all students. SAVE Promise Clubs are supported by district staff who seek to increase the number of schools that operate these student leadership clubs. If you are interested in joining or starting a club on your campus, please contact your school's administration.

When threats of harm are made against the school or any member of our school community, each district school has a specially trained threat management team to assist in mitigating the threat of potential harm. The members of the threat management team are charged with investigating any threat of harm or concerning student behavior. They also develop appropriate safety plans to help ensure the threat cannot be carried out and that supports are provided to the students involved. Each school's threat management team includes school administrators, discipline personnel, counselors, and other staff, as well as local law enforcement. The SDMC, local law enforcement, and local community mental health providers work together to ensure our policies and procedures are in compliance with all legal requirements and that our schools provide the highest level of safety for all members of their community.

If you become aware of an explicit or implied threat of harm to a school or any member of our school community, please report the concern immediately. In nearly all mass casualty acts of violence in our schools, the perpetrator(s) announce their plans in advance through a phenomenon known as "leakage". Whether on social media or through face-to-face communication, too often these warning signs of impending violence are dismissed or go unreported. The state of Florida has established a reporting system called FortifyFL, which can be downloaded as an app for mobile devices and computers. FortifyFL is designed for suspicious behavior and serious threats that have been made against our schools and school community members. In addition to FortifyFL, the SDMC operates an anonymous reporting system for all acts of bullying, harassment, or other dangerous or unwelcome behaviors that target our students. Each district school has a link on the front page of their website for reporting

and there is also a link found on our district website. Together, these reporting systems are designed to help ensure that all concerning or suspicious behavior can be immediately reported and investigated.

SCHOOL DRESS CODE

The dress and grooming of District students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix.

Pursuant to F.S. 1006.07, wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the learning environment will have the following specific consequences. In addition to these consequences, the violation shall be corrected before the student is allowed back in the regular school environment:

a. For a first offense, a student shall be given a verbal warning and the school principal (or designee) shall call the student's parent or guardian.

b. For a second offense, the student may be ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal (or designee) shall meet with the student's parent or guardian.

c. For a third offense, the student will have lunch detention in a supervised area, not the cafeteria.

d. For a fourth offense, the student may be ineligible to participate in any extracurricular activity for a period not to exceed 30 days.

e. For a Fifth and subsequent offense, a student may receive an In-School Suspension pursuant to F.S. 1003.01(5) for a period not to exceed one (1) day and may be subject to any of the interventions listed above.

Requirements for student dress in all schools are listed below:

a. All shirts and blouses must cover the midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders.

b. Shorts, skirts, divided skirts, dresses, and culottes are allowed. They must be mid-thigh length or longer.

c. All trousers, pants, or shorts must completely cover undergarments, including boxer shorts.

d. All clothing, jewelry, or tattoos shall be free of the following: profanity; violent images, wording or suggestion; sexually suggestive phrases or images; gang-related symbols; alcohol, tobacco, drugs, or advertisements for such products.

e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

Further Clarification/other requirements:

a. Form-fitting leotard/spandex type clothing is not allowed unless proper outer garments cover to mid-thigh length or longer.

b. See-through or mesh fabric clothing may only be worn over clothing meeting requirements.

c. Clothing must be appropriate in size, with the waist of the garment worn at the student's waist.

d. Clothing and footwear traditionally designed as undergarments or sleepwear shall not be worn as outer garments.

e. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are exceptions.

f. Bandanas or sweatbands are not allowed to be visible on school grounds during regular school hours.

g. Hats or other head coverings may be worn during outside P.E. activities and may not be worn during any portion of the regular school day without the expressed permission of the principal.

h. If the school has a mandatory school uniform policy, the student must adhere to those requirements.

SCHOOL UNIFORMS POLICY

Manatee County elementary or secondary schools may implement a mandatory uniform policy, governing students enrolled at the school only if all conditions set forth in the following procedures are met:

Initiation

a. A favorable vote of at least 67 percent or more by the School Advisory Council (SAC) must occur to support mandatory use of uniforms for students.

b. The school or SAC conducts a survey of parents of all students in that school and at least 51 percent of the families completing the survey must indicate that they are in favor of establishing such a program. Ballots must be received from a majority of eligible families. Parents are to be surveyed every three years at any school implementing a uniform program.

c. The school must establish a uniform committee that adequately represents all segments of the school community. The uniform committee must follow guidelines promulgated by the Superintendent for selection of uniforms.

d. The school-selected uniforms must comply in all respects with the other provisions of the district rules concerning appropriate attire.

e. The uniforms selected may not be characterized as gender-specific (both boys and girls may wear slacks).

f. The school must make provisions for those students who, by reason of financial hardship, cannot comply with the uniform and must notify the students' parents of these provisions.

Communication

Each school implementing a uniform policy must communicate to parents the following:

1. types and colors of uniform;
2. requirements for jackets or outer garments;
3. optional articles of attire, if any;
4. compliance measures to be employed;
5. the availability of financial support and the procedures for applying for assistance;

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6. methods to facilitate recycling of uniforms within the school community; and
7. notice of uniform sales and lists of competitive prices from vendors of uniform articles.

The means by which this information is communicated shall include one or more of the following: school newsletters, parent forums, telephone hotline, PTA/PTO meetings and newsletters, school advisory council meetings, television, radio, newspaper announcements, posters displayed at school and in the community, and registration materials.

Compliance Measures

a. Each school shall develop incentives and positive reinforcement measures to encourage full compliance with the uniform policy. Each school should strive to achieve full compliance through use of incentives and positive reinforcement measures and should resort to disciplinary action only when positive measures fail to ensure compliance. In addition, schools shall communicate with parents so that expectations, rationale and benefits are fully understood by the student and the family.

b. If necessary, disciplinary action may be taken to encourage compliance with the policy. Since the intent of the policy is not to inhibit or prohibit any student who is not in uniform from receiving the education to which he or she is entitled, no student shall be suspended from class or from school, expelled from school, or receive a lowered academic grade as a result of not complying with the policy.

c. Prior to initiating any disciplinary action against a student not complying with the policy, a school administrator shall hold a conference with the parent or guardian to solicit cooperation and support.

d. Disciplinary action is initiated only after all other means to secure support and cooperation as mentioned above have not succeeded. A "progressive discipline" approach is to be employed by the school support staff so as to encourage full and consistent compliance with the least amount of disciplinary action.

e. In order to ensure a smooth transition to a uniform policy, and in order to ensure that incentives and positive reinforcement measures are employed before resorting to disciplinary action, no school implementing a uniform policy shall take disciplinary action for the first two months of implementation unless those not in compliance materially or substantially interfere with the requirements of appropriate discipline.

f. Exceptions to wearing the uniform are permitted when:

1. Uniforms of a nationally recognized youth organization such as JROTC, Civil Air Patrol, or the Boy Scouts or Girl Scouts are worn on regular meeting days.

2. A student wears a button, arm band, or other accoutrement to exercise the right to freedom of speech as guaranteed by the First Amendment, unless the button, arm band, or other accouterment signifies or is related to gangs, gang membership or gang activity.

3. The wearing of a school uniform violates a student's sincerely held religious belief.

4. A student's parent or guardian has secured an exemption from the uniform policy by

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following the procedures set forth below.

g. Parents or guardians are permitted to exempt their children from the uniform program by the following procedure:

1. Parents should be notified of the exemption procedure.
2. A request is made by mail or in person by the parent or guardian for an Application for Exemption from the Uniform Program ("Application"). The parent or guardian may obtain an Application at the student's school site.
3. The Application is completed in full and submitted to the school principal.
4. The school principal or other designated administrator meets with the parents to discuss the uniform policy and the nature of the objections to the policy. The purposes of this meeting include: (a) ensuring that the parents or guardians understand the reasons for, and goals of the uniform policy; (b) verifying the accuracy of the information on the Application; and (c) preventing fraud or misrepresentation.

ATHLETIC ELIGIBILITY

If you are in grades 6-12, you may be eligible to participate on athletic teams in interscholastic athletic contests as a representative of a school, provided you are a bona fide student of that school and meet the following requirements:

High School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.
2. A student not currently suspended from interscholastic or intrascholastic extracurricular activities, or suspended or expelled from school, pursuant to a district school board's suspension or expulsion powers provided in law, including Florida Statute Sections 1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and intrascholastic extracurricular activities.
3. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in F.S. 1006.15(3)(h).
4. A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation, pursuant to F.S. 1006.20 (2)(b).
5. Any violation of school discipline policies or the District Code of Student Conduct may be considered for exclusion as eligibility standards to participate in extracurricular interscholastic or intrascholastic activities.
6. A student must have a cumulative 2.0 grade point average on a 4.0 unweighted scale, or

its equivalent, at the conclusion of each semester to be academically eligible during the next

semester (F.S. 1006.15(3)(a)1). Academic eligibility or ineligibility is determined on a semester basis. A student who is academically eligible at the beginning of a semester will continue to be academically eligible for that entire semester. Likewise, a student who is academically ineligible at the beginning of a semester will continue to be academically ineligible for that entire semester, except as provided in Bylaw 9.4.5.1.2.

Middle School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.
2. Must carry a normal class load, maintain satisfactory classroom work (minimum 2.0 grade point average on previous quarter's report card) and maintain a satisfactory conduct record (no 4's in Citizenship on the previous quarter's report card). Sixth grade students are exempt for soccer only.
3. Must be less than 15 years 9 months of age. On the day a student reaches this age, regardless of when that day is, the student becomes ineligible to participate on the middle school level.
4. Must obtain signed permission from his/her parents or guardian on a form provided by the school.
5. Must have a school physical on file with the school.
6. Must be an amateur. This means that the student must not accept money, gift or donation for participating in a sport, or use a name other than his/her own when participating.
7. Must display good sportsmanship and follow the rules of competition before, during, and after every contest in which the student participates. If not, the student may be barred from participation for a period of time.
8. Must not provide false information to gain eligibility.
9. All non-traditional student eligibility will be determined on a semester-by-semester basis.
10. A student may not participate if serving an out of school suspension the day of competition.
11. A student must attend a minimum of one-half of a day of school to practice or participate in an athletic contest.
12. All participants must have appropriate paperwork (physical form and parent consent form) on file in the athletic director's office before the beginning of the All-Star Tournament.
13. A student transferring into a school must meet eligibility requirements. The student cannot take the spot of an existing team player on the roster.

Athletic Student Transfer Eligibility

A student who transfers is immediately eligible, as long as all other eligibility requirements are met. Students may not participate in the same sport in the same year at more than one school, unless one of the following exceptions are met:

1. Children of active-duty military whose move resulted from military orders.

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2. Children relocated due to foster care placement or McKinney Vento Act.
3. Children who move due to a court-ordered change in custody due to separation, or serious illness or death of custodial parent.
4. Good cause policy in district or charter (district placement).

Per F.S. 1006.15, the School District of Manatee County has defined just cause for immediate eligibility as:

a) Special Assignment by Superintendent, or Office of Student Assignment.
b) Move to a new residence following the marriage of the student. The student immediately establishes a new residence that makes it necessary to attend a different school.
c) Reassignment by District School Board or Charter School Board.
d) Transfer of school within the first twenty days of a semester in acceptance of a seat (first opportunity to enroll) into a previously applied for magnet program.
e) Any other athletic eligibility appeal ruled upon by the Athletics Review Committee to intervene and make a decision on a case brought before the board by the Supervisor of Athletics. All decisions will be given within 10 school days from the date of the appeal.

Attendance

A student must be in attendance a minimum of one-half day on the day of competition or the day prior if the contest falls on a non-school day, unless documented (doctor's note, field trip, subpoena, etc.), to practice or participate in a contest on that day unless approved by the principal or designee.

HOMELESS STUDENT RIGHTS UNDER THE MCKINNEY-VENTO ACT

Under the McKinney-Vento Act, homeless students have the right to attend school, regardless of the location where they live or the length of time at that location. The student is to be enrolled immediately, regardless of whether the appropriate records required for enrollment are presented. The school will refer the parent/guardian to Project Heart, which will help in obtaining the required records. Students eligible under the McKinney-Vento Act have the right to continue in the same school they attended before their housing situation changed, or the school last attended, as well as receive assistance with transportation to that school of origin. Furthermore, the students are allowed to attend the school of origin for the rest of the school year, even if they obtain permanent housing during the school year.

If a student who is eligible under the McKinney-Vento Act is sent to a school other than the school of origin, a reason must be provided in writing, along with the process for appealing such a decision. The student may remain in the school of origin during the appeal. If it is proven the student was not eligible for McKinney-Vento Act rights and services, but the parent/guardian accepted goods, services or special rights, including free school lunches, school fraud rules will apply. The parent/guardianwill be notified in writing and provided the process for disputing the charges of fraud.

SECTION 2: STUDENT ATTENDANCE

Florida Law (Section 1003.21, Florida Statutes) states that all children who are either six years of age, who will be six years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term. A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date of which the student attains that age if he/she files a formal declaration of intent to terminate school enrollment with the school district. Florida law defines "habitual truant" as a student who has 15 or more unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent or guardian, and who is subject to compulsory school attendance.

As a students enrolled in the School District of Manatee County you are required to abide by the following:

1. You are expected to be on time and in school for the entire student day, each school day.2. On the day of your absence, a parent or guardian should call the school to explain the absence. The absence will be excused if it meets the criteria outlined below. The parent or guardian must contact the school within 48 hours of the absence or appropriate documentation is required within 5 days. If this contact is not made, the absence will be recorded as unexcused.3. If you are continually sick and repeatedly absent from school, you must be under the supervision of a physician in order to be excused from attendance. Excessive absences will lead to a parent conference, referral to the District's Child Study Team, referral for social work services, referral to Truancy Court, and the involvement of the State Attorney. Parents who fail or refuse to cooperate with the school in the matter of regular school attendance for their child may be prosecuted for truancy by the State Attorney's Office.

FREQUENTLY ASKED QUESTIONS:

Q: What is an excused absence?

A: An absence can be excused for the following reasons:

a. You are ill or injured.
b. Major illness in your immediate family (this means parents, brothers, sisters, Grandparents, or others living in the home or who are close relatives).
c. Death in your immediate family
d. Religious instruction in your faith - requires note from your parent before the absence.
e. Subpoena or forced absence by any law enforcement agency. A copy of the subpoena or summons must be given to the principal or designee. This includes detention at a juvenile center in which you continue your education.
f. A major disaster as decided by the administration.
g. Any absences, including those for field trips, participation in another academic class or program, or other parental requests as judged appropriate by the principal, provided the request is submitted to the principal forty-eight (48) hours in advance of the absence. A principal may waive the requirement for advance notice if extenuating circumstances exist.
h. A documented appointment with a doctor, dentist, or other medical or legal professional.
i. An occurrence of head lice, with a maximum of two excused days.

Q: How many excused absences can I have?

A: You are allowed nine excused absences. Your parent may excuse nine absences per year.

When you have reached your limit, official documentation is then required for every additional absence.

Q: What if I have used all of my excused absences and a family emergency occurs?

A: You must provide appropriate documentation to the school principal or designee for approval. These will be recorded as excused absences.

Q: How can I make up work when I am absent?

A: After an excused absence, you must arrange with your teacher for any make-up work. You have the same number of days you were absent to make up your work. This rule does not apply to some long-term assignments. (A long-term assignment is when a student has 10 or more days to complete the work.) These long-term assignments will be due on the specified date unless excused in writing by the teacher or principal. It is your responsibility to make these arrangements and to submit the make-up work within the deadlines set by the teacher(s). You do not have the right to make up work if your absence was unexcused.

Q. I am going to be absent for semester exams. May I take my exams early?

A: Semester exams may not be given early. You may take your semester exams upon your return to school.

Q: What is an unexcused absence?

A: Anything that does not meet the criteria of an excused absence is considered unexcused. (Please refer to Excused Absences Section.)

Q: How many unexcused absences can I have?

A. In Manatee County, state law requires the regular attendance of children between the ages of 6 and 18 and makes parents and legal guardians legally responsible for seeing that their

children attend school. Family vacations during scheduled school time are considered unexcused absences. If you have accumulated a total of 5 unexcused absences in one month or 10 unexcused/unexplained absences in a 90-day period, your child's school will send a letter to the address listed on school records, in an attempt to ensure parent(s)/guardian(s) are aware of any developing attendance issues. Fifteen unexcused absences in a 90-day period may result in a referral for truancy court action. The District Truancy Department will send a 3-Day Demand Notice by U.S. Mail to the address listed on school records in the event of excessive consecutive unexcused/unexplained absences.

Q: What happens if I am late for school?

A: If you arrive at school late for any reason, you must report to the office and receive a tardy admit slip. The tardy will be deemed as excused or unexcused. You are expected to be in school at the start of the school day, every day.

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Q: What is an excused tardy?

A: An excused tardy is when you are late for school due to sickness, injury, death in your family, medical or dental appointments with a note from the physician, school sponsored activities, court date, or other reason approved by the school principal. For elementary students, parents must accompany the student to the office when they are tardy.

Q: What is an unexcused tardy?

A: An unexcused tardy is when you are late to school due to, but not limited to, oversleeping, missing the school bus, shopping trips, pleasure trips, or excessive tardiness due to illness without a physician's verification that the medical condition justifies your tardiness. If an elementary student arrives late and comes into the office unaccompanied by an adult, he or she will receive an unexcused tardy.

Q: May I leave school early in the school day?

A: You are expected to be in school for the full day. However, if you must leave school early, you must go to the office and receive permission for early release. Parents of elementary and middle school students must report to the office to pick up their child. High school students aged 16 or older may sign themselves out early with parent permission, following the school sign-out procedures. You cannot leave your school campus for lunch or other unexcused personal reasons at any point during the school day.

Q: What are excused reasons for leaving school early?

A: Excused reasons for early dismissal follow the same guidelines as excused absences. They include: illness or injury, major illness or death in your immediate family, subpoena or forced absence by a law enforcement agency, a major disaster, a documented appointment with a doctor or dentist, discovery of head lice, participation in another academic class or program, or other parental requests as judged appropriate by the principal.

Q: What happens if I leave school early for unexcused reasons?

A: Numerous early dismissals are unacceptable and unfair to the other students whose instruction is interrupted each time a student leaves early. Individual schools may develop school-based consequences for unexcused early dismissal students.

Q: How does my school attendance affect my privilege to drive?

A: You will lose your driver's license, or privilege of applying for any driver's license, if you are not enrolled in or do not attend school regularly.

NOTE: Students who are withdrawn as dropouts or who have accumulated 15 unexcused absences in 90 calendar days will lose the privilege to apply for or hold a Florida Driver's License. Students who have lost the privilege must subsequently accumulate 30 consecutive SCHOOL days with no unexcused absences in order to receive a Reinstatement of Driving Privilege form. If you need further information regarding this issue, please contact the District Truancy Office at 751-6550, extension 43091.

Q. Does my attendance affect my participation in athletics or extracurricular activities?

A. If you are not present for more than half of the school day on the day of an event,

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due to any undocumented absence, you may not participate in the athletic or extracurricular event. If you are suspended from school, you may not participate in any school-related function.

SECTION 3 SCHOOL HEALTH

MEDICATION POLICY

Taking legal medications (prescription drugs prescribed for you or over-the-counter drugs) at school, on a school bus, at any school activity, or on any field trip must strictly comply with this Medication Policy. This policy requires the following:

a. You should make every effort to administer medications at home during non-school hours.

b. All medications (including over-the-counter medications, vitamins and supplements) must be prescribed by a licensed physician and must be retained in the school clinic, except as described in 1002.20, Florida Statutes.

c. For each medication to be administered, your parent/guardian must provide the principal or clinic staff with a written statement giving the principal or the principal's designee permission to assist in the administration of the medication. The written statement must explain the reason it is necessary for the medication to be provided during the school day.

d. The written statement shall be on a Medication Authorization Form which can be obtained from the school's office and must be signed by both a physician and a parent or guardian before medications can be administered at school.

e. You may not transport medications to school or be in possession of any medications while on school property, except as described in 1002.20, Florida Statutes..

f. An authorized adult must bring the medication to be administered to the school's office and deliver it along with a completed Medical Authorization Form, except as described in 1002.20, Florida Statutes..

g. Possessing medications prescribed to others is illegal and considered a Level 3 offense.

h. Students with any of the following medical conditions may carry and self-administer the medications or supplies listed below to attend to their conditions while at, or in transit to or from, school or school-sponsored activities, if the school has been provided written parental and physician authorization in advance:

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Student's Medical Condition:	Student May Carry and Self-Administer:
Life-threatening Allergies or Asthma	An epinephrine auto-injector
Asthma	A metered dose inhaler
Pancreatic Insufficiency	A prescribed pancreatic enzyme supplement
Diabetes	Diabetic supplies, equipment, and specific food items identified in the written authorization along with a description of the activities the student is capable of performing without assistance, such as blood-glucose level checks, urine ketone testing, administering insulin, and treating hypo-or hyperglycemia.

Pursuant to Florida Statute 1002.20 – A student may possess and use a medication to relieve headaches while on school property or at a school-sponsored event or activity without a physician's note or prescription if the medication is regulated by the United States Food and Drug Administration for over-the-counter use to treat headaches.

In order for your child to carry and administer his/her own over-the-counter medication to relieve headaches, a Self-Carry Headache Medication form must be fully complete and on file in the school clinic. This form can be found on the SDMC website.

Suspected Overdose

District schools may maintain an on-site supply of the opioid antagonist Naloxone, following guidelines established in Board Policy 5780 and F.S. 499.003. Naloxone is a medication that is used to reverse an opioid overdose. If any student or staff are suspected of having an opioid-related overdose, Naloxone will be administered by a trained nurse as a life-saving measure.

CONTROLLING THE SPREAD OF COMMUNICABLE DISEASES

The School Board recognizes its responsibility relative to student, employee, and visitor health and safety. In order to protect the health and safety of the students, District personnel, and the community at large, the Board shall follow all State statutes and Health Department regulations which pertain to immunization under Policy 5320, and other means for controlling communicable disease spread through normal interaction in the school setting as set forth in Policy 8450.

SECTION 4: STUDENT DISCIPLINE

The School District of Manatee County recognizes that a safe, orderly, and supportive learning environment is the result of caring relationships and quality instruction. It is the responsibility of the district to help foster such environments by implementing clear, appropriate, fair, and consistent expectations and consequences for all schools and classroom teachers to construct and carry out their behavior support plans. For these plans to be optimally effective, schools

and classrooms must in turn, have the latitude to work within established guidelines to create positive behavioral intervention systems which support the unique needs of their students, families, and communities. Our philosophy of discipline in the School District of Manatee County is rooted in the development of positive relationships with our students and families. We believe that students should have a chance to learn from their mistakes and the opportunity to restore any damaged relationships with peers and adults. Our discipline practices encompass preventative and early intervention measures that seek to strengthen relationships and build positive communities, so that misbehavior is less likely to occur or continue.

MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES

Acts that require specific consequences include the following:

- Possession or Use of Illegal Drugs or Alcoholic Beverages
- Possession or Use of Tobacco Products
- Bullying or Harassment
- Dating Violence and Abuse
- Threats Against Schools
- Chemical or Biological Attacks or Threats
- Possession of Guns, Weapons, or Dangerous Objects
- Gang Activity
- Violent Acts Resulting in Serious Injury
- Making False Accusations or Reports

Drugs and Alcoholic Beverages

Use of a drug authorized by a medical prescription from a registered physician for a specific student shall not be considered a violation of this rule. However, all procedures found in the School District of Manatee County's medication policy must be followed.

You shall not knowingly possess, use, transmit or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, any other controlled or synthetic substance defined in F.S. 893.03, or substitute for such, hemp, Cannabidiol (CBD), alcoholic beverage (including powdered alcohol), inhalant or intoxicant, or over the counter drugs of any kind. This applies to you on the school grounds before, during, or after school hours, or off the school grounds on a school bus, bus stop, at a school activity, function, or event. Also, you shall not possess, have under your control, sell or deliver any device, or contrivance, instrument or paraphernalia containing the substance or substances described in this paragraph, or any residue of such substance, or devices intended for use or used in injecting, inhaling/huffing, smoking, administering, or using any of the foregoing prescribed drugs, narcotics or stimulants.

Possession, Use, Under the Influence

For substances that are not considered over-the-counter, the first offense for possession, use, or under the influence will result in up to a ten (10) day suspension. The principal or designee may offer to reduce your suspension to 5 days providing you and a parent or guardian attend and complete the district's SAFE (Substance Abuse and Family Education) Program. For a second offense of possession, use, or under the influence, you will be automatically suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement may be made to the Superintendent or designee.

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Selling, Purchasing, Providing, Distributing, & Receiving

If you buy, sell, trade, provide, negotiate, receive, or engage in any drug or alcohol-related transaction at school, at a school activity, at a school bus stop or on a school bus - even if the sale or purchase does not actually take place - you will be suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement will be made to the Superintendent or designee. Providing or receiving Over The Counter drugs to other students may be considered a Level 2 infraction for endangerment, while providing others with medication prescribed to you (or others) may be considered a Level 4 offense that is subject to a suspension of up to 10 days.

Fake Drugs

If you are caught possessing or distributing a substance that is represented to be an illegal drug you may be suspended for up to 10 days or recommended for a disciplinary reassignment to another school or program.

Possession or Use of Tobacco

Possession or use of tobacco by minors is illegal. If you are caught smoking or in possession of tobacco, the School Resource Officer or other law enforcement officer may give you a written citation. In addition to possible fines, if you are caught using or possessing any form of tobacco, including electronic cigarettes at school, at any school-sponsored activity, at a school bus stop or on the school bus, you will receive a disciplinary consequence. Tobacco or nicotine products include cigars, cigarettes, dip, snuff, dissolvable tobacco products (e.g. gum, mints, or dissolvable strips) and electronic smoking devices. **Additionally, any electronic smoking device is subject to field-testing for illicit substances and may be permanently confiscated.**

Drug and Alcohol Offenses			
Over the Counter Drugs and Medications			
	1st Offense	**2nd Offense**	**Subsequent Offenses**
Possession	Level 1	Level 2	Level 3
Misuse	Level 2	Level 3	Level 4
Providing or Receiving	Level 2	Level 3	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Prescription Drugs (prescribed to the student)			
Possession	Level 2	Level 3†	Level 4
Misuse	Level 3†	Level 4	Level 4
Providing or Receiving	Level 4	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Illegal and Illicit Drugs			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*

Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Alcohol			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*

*** Student is automatically suspended for up to 10 days and reassigned to an alternative program**

† Student is offered the SAFE program to assist with any substance use issue.

Bullying and Harassment

Conduct that constitutes bullying or harassment, as defined below, is prohibited.

Bullying is the mistreatment of an individual or group characterized by a willful intent to cause harm and a perceived advantage in power. These acts can be socially, emotionally, or physically damaging in nature, to include, but not limited to: teasing, name calling, rumor spreading, exclusion, intimidation, threats, damaging personal property, stealing, public or private humiliation, stalking, pushing, shoving, or other physical attacks, and sexual, religious, or racial/ethnic harassment. Harassment involves any threatening, insulting, or dehumanizing act or gesture, which places an individual in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with an individual's educational performance, opportunities, or benefits; or has the effect of substantially disrupting the orderly operation of a school or activity.

Both bullying and harassment are prohibited at school, during school-related activities (whether on or off campus), on the school bus, at school bus stops, and through the use of computers or other electronic devices, which is known as cyberbullying. Cyberbullying and harassment are also prohibited through off-campus Internet posting, phone calls, or text messaging - if such behavior disrupts the orderly environment of any district school or activity or interferes with the educational opportunities of others.

If you engage in bullying or harassment, the consequences and appropriate remedial action may range from positive behavioral interventions up to and including suspension, reassignment to an alternative program, and expulsion. More severe or persistent infractions will result in more intensive interventions and administrative actions. Additionally, the appropriate school administrator or designee will report to the victim's parents any incident of bullying or harassment once an investigation of an incident has been initiated. Bullying should be reported to the appropriate school administrator or through the School District of Manatee County's anonymous reporting system.

Hazing

Hazing is defined by F.S. 1006.135 as any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes

of initiation or admission into or affiliation with any school-sanctioned organization. Hazing includes, but is not limited to:

(a) pressuring, coercing, or forcing a student to:
1. Violate state or federal law
2. Consume any food, liquor, drug, or other substance; or
3. Participate in physical activity that could adversely affect the health or safety of the student.

(b) any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

Dating Violence or Abuse

Conduct that constitutes dating violence and abuse as defined below is prohibited. Dating violence is a pattern of verbal, physical, emotional, or sexual violence or abuse used by one person in a current or past relationship to exert power and control over the other person.
Abuse may include insults, coercion, social sabotage, sexual harassment, threats or acts of physical or sexual abuse. The abusive partner uses this pattern of violent or coercive behavior to gain power and maintain control over the other person.

School employees are required to report to the principal or designee suspected cases of dating violence or abuse. Students should report suspected cases of dating violence or abuse to the principal or designee and may do so anonymously. Student victims should report any incidents of dating violence or abuse to the principal or designee as soon after it occurs as possible.

The principal or designee will immediately conduct an investigation of the allegation and proceed under paragraph L. PROCEDURES FOR SUSPENSION AND EXPULSION. If the principal or designee determines a student is guilty of dating violence or abuse, the student will be suspended from school for up to 10 days and may, where appropriate, be recommended for assignment to another school or program as an accommodation for the victim. Suspected criminal conduct will be reported to law enforcement.

The District Health Education Curriculum for grades 7-12 will include a component on teen dating violence and abuse, with emphasis on prevention education.

Threats Against Schools and Persons

If you are involved in making a destructive device, fake destructive device, or planning the use of such a device, either at school, or at a school activity, or while you are at school or at a school activity, you will be suspended for up to 10 days, recommended for expulsion, and reported to law enforcement for prosecution. The same actions will be taken if you make a threat by any means against the school, school property, school personnel, or students, regardless of any disruption on campus or any school-related function. This includes direct, veiled, or implied threats communicated verbally, in writing, or through social media platforms. If you make any such threat, you will be referred to your school's threat management team. This team is charged with helping to ensure the safety of all persons in your school and will take steps that may include interviews with friends, teachers, staff, parents, or employers regarding any concerns they may have. The threat management team is also responsible for making referrals for mental health services and to law enforcement for continued investigation, if you pose a concern or threat to the school or any member of the school community. **You are subject to school-based consequences for any threats communicated online or through**

the use of technology, regardless of the time, day, or location where the threat was made.

Reporting Threats or Suspicious Activity

Students, parents, staff, or any individual may report threats, or any concerning behaviors exhibited by a member of our school community. All persons are strongly encouraged to be vigilant of potential signals, warning signs, and threats and to not hesitate in reporting their concerns immediately. This is particularly true of online or social media posts. FortifyFL is an app specifically designed by the State of Florida to assist in reporting suspicious or concerning behavior, which may be downloaded to your mobile device for immediate reporting.

NOTE: If you make a threat or false report - to include a bomb threat, bomb threat hoax, or a knowingly false report - concerning the use of a destructive device or firearm in a violent manner, as defined by F.S. 790.162 and 790.163, involving a school or school personnel's property, school transportation, or a school-sponsored activity, you may be expelled (with or without continuing education services) from your regular school for a period of not less than one full year, as well as referred for criminal prosecution and mental health services identified by the school district, pursuant to F.S. 1012.584(4) for evaluation or treatment, when appropriate (1006.07 (2) (l) F.S.). The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program, if it is determined to be in the best interest of you and the school system. Commission of either of these offenses is a second-degree felony, punishable by up to 15 years imprisonment and a $10,000 fine. The School Board must maintain a policy for all threats to commit violence or harm. Even threats made in jest or in exaggeration must be treated as serious and may subject you to suspension, reassignment, or expulsion. This includes simulating realistic gunfire, explosions, or acts of violence using apps or other technology. If you make a threat of violence, the school administration will assess the situation and where appropriate, take administrative action.

Violent and Aggressive Acts

If you violently attack a School Board employee or any other person or act as a decoy in a violent attack at school, a school function, on the bus or at a bus stop, you will be suspended from school for up to 10 days and may face a recommendation for expulsion or reassignment to an alternative program. If you are charged with violently attacking another person somewhere else other than school, you may be removed from the general education program and administratively assigned to another program if your principal believes your presence on campus may be disruptive or pose a concern for the safety of students or staff.

If you commit two violent or aggressive acts (such as fighting, bullying, threats, or physical aggression) in the same school year and while under the jurisdictional control of the school, you may be placed on a district-level Behavior Assessment and Modification (BAM) contract. A third such offense in the same school year may result in your recommendation for reassignment to an alternative program.

Possession of Firearms and Weapons

According to Florida Statute 790.115(2)(a) students will not possess any firearm, destructive device, or other weapon as defined in F.S. 790.001(13) and/or listed under Category A (below). Federal and state laws require you be expelled from school, with or without continuing educational services, for a period of not less than one full year, referred to mental health services identified by the school district, pursuant to
F.S. 1012.584(4)and referred for criminal prosecution if you bring a firearm or a weapon to school, to any school function, or onto any school sponsored transportation, or if you possess a firearm or weapon at school. Expulsion is required, even if you brought the firearm or weapon for self-defense. The School Board may assign you to a disciplinary program for the purpose of continuing educational services during the period of expulsion. The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program or other appropriate consequence, if it is determined to be in the best interest

of you and the school system.

Evolv Firearms Detection Systems

Screening at SDMC Schools

The Safety of our staff and students at the School District of Manatee County is our number one priority. To enhance our security efforts at our schools, beginning on August 12, 2024, we will launch a new high-tech security scanner firearms detection system and a firearms detection canine to screen students and visitors for firearms.

Firearms are not permitted on School District of Manatee County (SDMC) Schools' property. All students and visitors entering District property may be required to submit to a weapon detector screening to ensure no weapons are brought onto the premises. Bags, purses, backpacks, etc. may also be screened using metal/weapon detecting wands and/or by hand. Refusal to cooperate with the screening procedure will result in the denial of entry and/or disciplinary action for the student. If a student activates the Evolv detector, a staff member will escort the student to a private secondary screening location where we will conduct a search of the student and their belongings in alignment with School Board Policy 5771.

NOTE: Per F.S. 790.115, the School District of Manatee County strictly prohibits any firearms from being stored in student vehicles parked on any school grounds or at any school-sponsored event. Your principal may give you written permission to possess a gun or weapon while on campus or at a school function when the gun or weapon is part of the curriculum of the school. An example of this is when a gun or rifle may be part of JROTC drill and firing ranges. If you bring weapon-like contraband to school, to any school function, or onto any school sponsored transportation, or if you use any non-weapon as a weapon to threaten or injure others, you may be suspended for up to 10 days and possibly recommended for alternative placement, expulsion, and referred for criminal prosecution.

WEAPONS AND FIREARMS
Category A
Mandatory Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
b. The frame or receiver of any such weapon described above;
c. Any firearm muffler or firearm silencer;
d. Any machine gun;
e. Any destructive device as defined by F.S. 790.001(4) including but not limited to bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas;
f. Any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive and which has a barrel with a bore of ½ inch or more in diameter;
g. Knife or dirk (excluding common pocket knife, plastic knife and blunt bladed table knife);
h. Metallic or other knuckles;
i. Slungshot - a striking weapon consisting of weight or other hard object affixed on a flexible handle or strap;
j. Billy club;
k. Flare gun;
l. Tear gas gun, except a self-defense chemical spray carried solely for the purpose of self- defense in a compact size and containing not more than 2 ounces of chemical.
m. Chemical weapon or device or any other deadly weapon.

n. Electric weapon or device.

WEAPON-LIKE CONTRABAND
Category B
Suspension or Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Slingshot;
b. Fireworks;
c. Razorblade/razor;
d. Any knife or bladed instrument not covered in Category A;
e. Non-weapons used as weapons: A student using as a weapon any article or substance not normally considered to be a weapon (including but not limited to rocks, pens, pencils, lasers, chains, lumber, screwdriver, etc.) or facsimile (toy or otherwise) but which is used by a student as a weapon to intimidate, threaten, coerce or injure another individual shall be suspended and may be recommended for expulsion.
f. Any replica or facsimile of any item listed in Categories A or B, including toys, souvenirs, antiques, broken, or inoperable weapons, including but not limited to bb guns, pellet guns, paint guns, squirt guns, regardless of how they are used or displayed.
g. Ammunition and any component thereof, including but not limited to bullets, shotgun shells, bullet casings, magazines, or clips.

In addition to the administrative actions listed in the Code of Student Conduct, possession of weapon-like contraband by any student while the student is on school property or in attendance at a school function may also result in criminal prosecution (F.S. 790.115).

Gang Activity

No student shall commit any act which promotes gangs or gang-related activities. A criminal street gang is a formal or informal organization or group that has as one of its primary activities the commission of criminal or delinquent acts and consists of three or more persons who have a common name or common identifying signs or symbols and have one or more members who engage in a pattern of criminal street gang activity. Conduct prohibited by this policy includes but is not limited to the following:

a. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, symbols, signs or other items which may be evidence of membership or affiliation in any gang.
b. Communicating either verbally or non-verbally (gestures, handshakes, slogans, drawings, etc.) to convey membership or affiliation in a gang.
c. Soliciting others for gang membership.
d. Tagging, or otherwise defacing school or personal property with gang or gang-related symbols or slogans.
e. Requiring payment of protection, insurance, or otherwise intimidating or threatening any person related to gang activity.
f. Inciting other students to intimidate or to act with physical violence upon any other person related to gang activity.
g. If you commit any gang-related activity while at school, a school activity, school bus stop, or on a school bus, you will be suspended from school for up to 10 days. If you commit a second gang- related activity while under the jurisdiction of the school district that can be documented by law enforcement, you may be assigned to an

alternative program or face expulsion.

"Sexting"

If while under the jurisdiction of the school district you post, send or forward to anyone else a nude or sexually revealing images of a person through the Internet or text message, or if you show such images to other people, you may be suspended from school and possibly be recommended for reassignment or expulsion. You may also be subject to arrest for violation of child pornography laws if the student in the photo is a minor. If you are found to have sent any such images or messages to other members of the school community regardless of time or location, you still may be subject to school-based consequences under Florida cyberbullying and harassment laws (F.S. 1006.147).

Making False Accusations

If you intentionally make false accusations that jeopardize the professional reputation, employment or professional certification of a teacher or other member of the school staff, you will be suspended for up to 10 days and may be recommended for assignment to an alternative school or for expulsion.

MISCONDUCT THAT MAY RESULT IN DISCIPLINE

You are expected to behave during the time you are at school, at school activities, at the school bus stop and on the school bus. You may be disciplined if you do anything during those times or attempt to do anything that violates a school rule or that may:

- Hurt, harass or threaten others,
- Damage property,
- Disrupt class, school or a school activity,
- Be dishonest or
- Violate a criminal law or state statute.

You may be subject to disciplinary action even if your conduct occurs off campus but is connected to activities or incidents that occurred on campus or at a school activity, or conduct that, regardless of where it occurs, is directed at a Board official or employee, or the property of such official or employee.

INVESTIGATIONS AT SCHOOL

Administrative

If you are suspected of violating the District Code of Student Conduct, school officials can question you without first contacting your parent. You do not have a right to have your parent present or a right to an attorney when you are questioned. If you refuse to answer questions asked by school officials, you may be disciplined.

Criminal

If you are a suspect in a criminal investigation that may result in your arrest or criminal charges, law enforcement will make a good faith effort to contact your parent before the law enforcement officers begin questioning you. If a parent cannot be located, law enforcement officers may proceed with questioning. If your parent is contacted, the law enforcement officers may allow your parent to be present during your questioning.

Victim or Witness

If you are a victim or a witness, law enforcement officers, Children and Family Services

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investigators, or administrative investigators are allowed to question you without first contacting your parent. If the investigation involves child abuse, the official conducting the investigation will decide who can be present during your interview. If you refuse to answer questions asked by school officials, you may be disciplined.

Removal of a Student Under Arrest

If you are subject to arrest, with or without a warrant, the officer can remove you without your parents' consent or the consent of school officials. The administrator will try to notify your parent before you are removed or as soon as possible after your removal.

Removal for Involuntary Examinations

The school principal or the principal's designee shall make a reasonable attempt to notify your parent or guardian, if you are removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for a Baker, Marchman, or other evaluation, pursuant to
F.S. 394.463. The principal or the principal's designee may delay notification for no more than 24 hours after you are removed, if the principal or designee deems the delay to be in your best interest or if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.

Searches and Seizures

You, your locker, vehicle, purse, backpack and other personal possessions may be searched if there is a reasonable belief (suspicion) that any of them contain drugs, weapons, contraband or other items not permitted on campus. You are expected to cooperate fully with your school administration in all searches and investigations. The failure to fully cooperate may be grounds for your school administration to infer that you are in possession of contraband or illegal items and the matter will be referred to law enforcement as deemed necessary. Trained sniff-screening dogs are allowed in the schools to prevent drugs and weapons at school. Routine checks by the dogs are not considered a search; however, an alert by the dog gives reasonable suspicion for a search. Dogs may not check students themselves to determine probable cause for a search. The use of trained dogs is a safety precaution to provide you a safe school in which to learn.

Student Athletes

Dismissal / Quitting a Team

Any athlete or manager who is suspended from a team, voluntarily quits a team or is dismissed from a team for disciplinary reasons is not permitted to go out for another sport while the original sport is still in season. The season is officially over when the team plays the last game of the season. A season is defined as the first day of practice through the last play-off game.

Out of School Suspension

Students who are serving out of school suspension are not allowed to participate in any athletic activities until they have returned to regular class attendance for one full school day. Students who are suspended for a total of 10 or more days (cumulative or single incident) in a school year will be subject to an administrative review to determine eligibility to participate in any extracurricular activities. The administrative review will encompass the incident or infraction, discipline, academic, and attendance history, and conference with the student and others involved. The principal may revoke the student's privilege of participating in non-academic

school activities, including but not limited to, extracurricular activities and/or athletics.

Criminal Offenses

1. Criminal Charges: After a hearing with the principal, a student charged with a criminal offense will be suspended from extracurricular or co-curricular activities by the school principal until the charge is adjudicated.
2. Adjudication Withheld: A student who has been suspended from extracurricular activities because of a criminal charge may be reinstated at the principal's discretion if adjudication is withheld.
3. Felony: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for any act that would have been felonious in "adult" court will mandate loss of eligibility to participate in any student activity for the duration of the years enrolled in a Manatee County public high school from the time of conviction. After one calendar year following conviction, the student may request a review of his/her eligibili31ty by the principal.
4. Misdemeanors: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for the following misdemeanors (assault or battery, possession of concealed weapons, lewdness or indecent exposure, theft, drug possession/sale) will mandate loss of eligibility to participate in any student activity for six months from the time of conviction. After three calendar months following conviction, the student may request a review of his/her eligibility by the principal.

Drug and Tobacco Use

1. No use of tobacco products. For the first offense a one game suspension will occur. The second offense will result in dismissal from the team.

Students who violate the SDMC alcohol and drug policies are subject to penalties as outlined in the Student Code of Conduct. In addition, the principal may revoke the student's privilege of participating in non-academic school activities, including but not limited to, extracurricular activities and/or athletics.

TITLE IX

Title IX of the Education Amendments Act of 1972 is a federal law, enacted in 1972, which states: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

The United States Department of Education requires school districts to follow a specific Title IX Grievance Process while investigating allegations of sexual misconduct. The Office of Civil Rights of the United States Department of Education considers sexual misconduct (including sexual harassment, sexual violence, sexual assault and intimate partner violence) to be a form of sexual discrimination and requires the school districts to take immediate and effective steps to respond to sexual misconduct.

For a Title IX investigation to apply, the incident must have occurred in an education program or activity in which the District has substantial control over both the respondent and the context in which the incident occurred.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. Any School District of Manatee County employee conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or

3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Responsibilities and Obligations

The School District of Manatee County takes its obligation to comply with Title IX very seriously. Inquiries concerning the application of Title IX and the Grievance Procedures may be referred to the District's Title IX Coordinators:

Schools & Educational Facilities

Office of Student Services - 2501 63rd Avenue East Bradenton,
FL 34203 (941) 751-6550 extension 43038

District & Employment

Human Resources - 215 Manatee Avenue West Bradenton, Florida 34205
(941) 708-8770 extension 41006

CONDUCT ON SCHOOL BUSES

The School Board believes you and your fellow students, as well as the bus driver, should be able to ride safely on school buses. In addition to any bus-specific consequences, you may be disciplined for any action on the bus in the same manner as if the conduct had happened at school. You are also subject to disciplinary action while at the bus stop, if your behavior has a harmful effect on the health, safety, or welfare of any member of the school community. You should assume that you are being recorded any time you are riding a school bus.

Parent Responsibility

Your parents are responsible for your behavior at the bus stop prior to the arrival of the bus in the morning and after the departure of the bus at the end of the day. However, if you are at the bus stop and violate school rules, the school can still discipline you for your behavior if it has a harmful effect on the health, safety, or welfare of any member of the school community. Students are to be on time and stand off the roadway.

Damage to Bus

If you cause any damage to the bus or another vehicle, your parent will be required to pay for the damage.

Waiting for the Bus

Wait for the bus to come to a complete stop before you approach the bus. To cross in front of the bus, wait for the driver to signal you.

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Items Not Allowed on a Bus

a. Any item prohibited elsewhere in the District Code of Student Conduct
b. Glass containers of any kind
c. Balls
d. Bats
e. Cologne/perfume
f. Cutting instruments of any kind
g. Any large or bulky item that interferes with proper seating of students (examples: large musical instruments or athletic equipment)
h. Any animal
i. Batons, drum sticks, tennis rackets (unless in proper carrying case)
j. Aerosol sprays may be possessed but use on buses or enclosed areas is expressly prohibited

Rules While on the Bus

The bus driver is in charge and you must obey the driver at all times. You must tell the bus driver your correct name when asked. The bus driver and school will keep a seating chart. You must be on time; the bus cannot wait for you if you are tardy. YOU MAY NOT RIDE ANY BUS OTHER THAN YOUR ASSIGNED BUS. You can be disciplined if you do not follow all district and school rules and the following special rules: a. Sit in your assigned seat and use the seat belt if available.

b. Stay seated at all times while the bus is in motion. c. Do not place any part of your body outside the bus windows. d. Do not distract the driver with loud conversation or noises. e. Observe appropriate classroom conduct. f. Do not eat or drink on the bus. g. Maintain absolute silence at railroad crossings. h. Do not throw any items on the bus or out of the bus windows. i. Do not mark, cut or damage bus seats or the bus itself. j. Do not display signs from the bus. k. Do not use obscene language or gestures. l. Cell phones are to be turned off.

Discipline If You Do Not Follow the Bus Rules

a. If you commit minor infractions, the school bus driver has the authority to address your behavior. If you cause repeated problems on the bus, the bus driver will give the school a written discipline referral for what you did. School administrators can take any action contained in this Code against you for misbehaving at a bus stop or on a bus.

b. Discipline on school buses will be dealt with according to the following protocols; however, severe infractions (for example, fighting, setting a fire on the bus) may result in immediate suspension or recommendation for expulsion based on the recommendation of the principal or designee.

Elementary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon

return to bus, student assigned to front of the bus for one week and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

6th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in recommendation for removal from the bus for the remainder of the year.

Secondary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored. **5th Offense:** Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in removal from the bus for the remainder of the year.

c. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school. Bus suspensions may not be extended beyond the number of days originally prescribed by the principal or designee.
d. You can be removed from the school bus by the Superintendent or his designee for up to one calendar year for misconduct or a violation of the bus rules on a school bus or at a bus stop, based upon the recommendation of the principal and after the principal has suspended you from riding the bus for 10 days for an incident. Before the Superintendent or designee removes you from the bus, you and your parents will be informed in writing of the principal's recommendation and the basis for that recommendation. The Superintendent or designee will inform you and your parents in writing of any removal from

   the bus.
e. Even if you transfer to a new school, you will be held responsible for any previous incidents of bus misconduct from your previous school.

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SECTION 5 DISCIPLINE MATRICES

Discipline Matrix for Schools

The discipline matrix is a tool that helps ensure a consistent and progressive response to discipline across all SDMC schools. The below incident codes and corresponding types of offenses represent the different types of infractions found in our FOCUS student information system. These larger infraction headings encompass the full range of student misconduct and include more specific behaviors (such as cutting in the lunch line or using profanity).

Once the type of offense is located on the left-hand side of the matrix, simply follow that row to the right to see which consequences and interventions are considered appropriate for the number of times that specific offense has been repeated. You may use the key below for proper identification of the specific types of administrative action found on the matrix. The term SESIR is found throughout the discipline matrix and is an acronym for School Environmental Safety Incident Reporting. These discipline incidents are defined by the state and reported to the Florida Department of Education on a monthly basis.

A school principal, or designee, may develop additional consequences for a particular behavior as long as these consequences do not violate school board policy of state statutes. The following behaviors and/or consequences framework were developed in accordance with SESIR reporting requirements.

Action Code	**Administrative Action Type**	Action Code	**Administrative Action Type**
ASD	After School Detention	LDT	Lunch Detention
ALT	Alternative Placement Referral	S	Other SESIR Defined
AOS	Alternative to OSS	OSS	Out of School Suspension
AWD	Assign Work Detail	PCN	Parent Conference
BSD	Before School Detention	PPH*	Parent(s) Phoned
BCM	Behavior Contract Made	PWR	Parent(s) Written
CUP	Clean Up – Vandalism	PMD	Peer Mediation
CMS	Community Service	RGU	Referred to Guidance
CFS	Confiscation	RLW	Referred to Law Enforcement
CFR	Conflict Resolution (includes NCO)	RTI	Response to Intervention (MTSS)
CAW	Counseled and Warned	RES	Restitution
DIS	Other District Defined (such as contracts, intervention courses)	SPH	Susp. Extended, Pending Hearing
EXS	Extra School	ISC	Susp. Until Parent Conf. – ISS
FIN	Fine Charged	OSC	Susp. Until Parent Conf. – OSS
ISS	In-School Suspension	SBS	Suspended from Bus
LOA	Letter of Apology	TMO	Time Out
LPP	Loss of Parking Privileges	Zero	Student receives no grade for work
LOP	Loss of Privileges		

+All Office Discipline Referrals are to be met with attempted telephone contact with the enrolling parent.
* Denotes a School Environmental Safety Incident Report (SESIR) infraction – defined by the state

SDMC Elementary School Discipline Matrix – Grades PK-2

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	No Referral – work with parents to resolve attendance issues				
DB	Disruptive Behavior	CAW	LOP, PWR, TMO	PCN, LOP, ISS, RGU, TMO	LDT, LOP, PCN, RTI 1 Day ISS	LOP, PCN, RTI, 1 Day ISS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	LOA, LOP	CFR, LOA, LOP, PWR, RGU	CFR, LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
FS	Failure to Serve Consequence	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
HP	Horseplay	CAW	CAW, LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
MV	Medication Policy Violation	CAW	LOP, PWR, PCN	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, 1 Day ISS,	LOP, PCN, RTI, 1-2 Days ISS,	1 Day OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RTI, 1-2 days ISS	BCM, DIS, LOP, PCN, 1 Day OSS	ALT, LOP, 1-2 Days OSS
CH	Cheating	LOP, Zero,	LOP, PWR, Zero,	LOP, PCN, PWR, RGU, TMO, Zero	LDT, LOP, PCN, RTI, TMO, Zero,	LOP, PCN, Zero, 1 Day ISS
CO	Contraband, Possession	CAW, CFS, LOP,	CFS, LOP, PWR, RGU, TMO	CFS, LOP, PCN, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	ALT, CFS, LOP, PCN, RTI, 1 Day ISS
DF	Defiance	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
EC	Electronic Cigarette Possession	CFS, PCN, RLW	CFS, PCN, RLW, RTI, 1 Day ISS	CFS, PCN, RLW, RTI, 1 Day OSS	Contact DCF	-
EN	Endangerment	CAW, LOA, LOP	LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, TMO	LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
LC	Leaving Campus Without Authorization	CAW, LOP	LOP, PCN, RTI, TMO	LOP, PCN, RTI, TMO, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
*TBC	SESIR Tobacco Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RGU, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
VN	Vandalism (Under $1,000)	CAW, LOA, LOP	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
LEVEL 3 OFFENSES Due to age considerations, the PK 2 Matrix does not include SESIR incidents. Please refer to the Grade 3 5 Matrix, if you determine behavior from a PK 2 student qualifies as a SESIR incident.						
AG	Aggression, Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
*ALC	SESIR Alcohol Possession, Use, or Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
*BUL	SESIR Bullying	See Grades 3-5 Matrix	-	-	-	-
CS	Contraband, Sale	CAW, CFS, LOP, PWR	CFS, LOP, PNC, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
DV	Dating Violence or Abuse	See Grades 3-5 Matrix	-	-	-	-
*DRU	SESIR Drug Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
FT	Fighting, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS	-
GN	Gang-Related Activity	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
*HAR	SESIR Harassment	See Grades 3-5 Matrix	-	-	-	-
*HAZ	SESIR Hazing	See Grades 3-5 Matrix	-	-	-	-
OS	Other Serious Misconduct	LOP, PWR, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
*STL	SESIR Theft/Larceny	See Grades 3-5	-	-	-	-

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
	($750 or More)	Matrix				
SX	Sexting	See Grades 3-5 Matrix	-	-	-	-
*SXH	SESIR Sexual Harassment	See Grades 3-5 Matrix	-	-	-	-
*SXO	SESIR Sexual Other	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
*TRS	SESIR Trespassing	See Grades 3-5 Matrix	-	-	-	-
*VAN	SESIR Vandalism	See Grades 3-5 Matrix	-	-	-	-
LEVEL 4 OFFENSES Due to age considerations, the PK 2 Matrix does not include SESIR incidents. Please refer to the Grade 3 5 Matrix, if you determine behavior from a PK 2 student qualifies as a SESIR incident.						
*ARS	SESIR Arson	See Grades 3-5 Matrix	-	-	-	-
*BAT	SESIR Battery	See Grades 3-5 Matrix	-	-	-	-
*DOC	SESIR Disruption on Campus	See Grades 3-5 Matrix	-	-	-	-
*DRD	SESIR Drug Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
FA	False Accusation	LOP, PCN, PWR, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	ALT, PCN, 1-2 Days OSS	-	-
*FIT	SESIR Fighting	See Grades 3-5 Matrix	-	-	-	-
*OMC	SESIR Other Major	See Grades 3-5 Matrix	-	-	-	-
*PHA	SESIR Physical Attack	See Grades 3-5 Matrix	-	-	-	-
*ROB	SESIR Robbery	See Grades 3-5 Matrix	-	-	-	-
*SXA	SESIR Sexual Assault	See Grades 3-5 Matrix	-	-	-	-
*SXB	SESIR Sexual Battery	See Grades 3-5 Matrix	-	-	-	-
*TRE	SESIR Threat	See Grades 3-5 Matrix	-	-	-	-
WC	Weapon-Like Contraband	CAW, CFS, LOP, PWR, RGU, RLW	CFS, DIS, LOP, PNC, RGU, RTI, 1 Day ISS	ALT, CFS, DIS, LOP, PNC, RTI, 1-2 Days OSS	-	-
*WPO	SESIR Weapon Possession or Use	See Grades 3-5 Matrix				

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SDMC Elementary School Discipline Matrix – Grades 3-5

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	CAW, LOP	LOP, TMO	No referral for arriving late to campus– work with parents to resolve attendance issues		
DB	Disruptive Behavior	CAW, TMO	LOP, PWR, RGU, TMO, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS	LOP, PCN, RTI, 1-2 Days OSS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	CFR, LOA, LOP, PMD, TMO	CFR, LOP, PMD, PWR, RGU, TMO, 1 Day ISS, RTI	CFR, LDT, LOP, PCN, PMD, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1-2 Days OSS
FS	Failure to Serve Consequence	CAW	ASD, BSD, LDT, LOP	ASD, BSD, LDT, LOP, PCN, 1 Day ISS	ASD, BSD, LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 2-3 Days ISS
HP	Horseplay	CAW	CAW, LOP, RGU, TMO	LDT, LOP, PWR, RGU, RTI, TMO	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LDT, LOP, TMO	LDT, LOP, PWR, RGU, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS
MV	Medication Policy Violation	CAW, PWR	LOP, PWR, PCN	LDT, LOP, PCN, RTI	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW, CFS	LOP, PWR, CFS, TMO	CFS, LDT, LOP, PCN, TMO, RTI	CFS, LDT, LOP, PCN, RTI, 1 Day ISS	CFS, LOP, LDT, PCN, RTI, 1-2 Days ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, PMD, TMO	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1 Day ISS	LDT, LOP, PCN, PMD, RGU, RTI, 1-2 Days ISS,	DIS, LOP, PCN, RTI, 1 Day OSS,	ALT, LOP, PCN, ALT, 1-2 Days OSS
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LDT, LOP, RGU,1-2 Days ISS	BCM, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, 1-3 Days OSS
CH	Cheating	LOP, TMO, Zero,	LDT, LOP, PWR, RGU, Zero, 1 Day ISS	LDT, LOP, PCN, RTI, Zero, 1-2 Days ISS	LDT, LOP, PCN, RTI, Zero, 1 Day OSS	LOP, PCN, Zero, 1-2 Days OSS
CO	Contraband, Possession	CAW, CFS, LOP, TMO	CFS, LOP, PCN, RGU, 1 Day ISS	CFS, LDT, LOP, PCN, RTI, 1-2 Days ISS	CFS, DIS, LDT, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, LOP, PCN, 1-2 Days OSS

DF	Defiance	CAW, LOA, LOP, TMO	LDT, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LDT, LOA, LOP, PWR, RGU, TMO	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
EC	Electronic Cigarette Possession	CFS, DIS, PWR, RLW, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, 1-3 Days OSS, Contact DCF
EN	Endangerment	CAW, LOA, LOP, TMO	LDT, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO, 1 Day ISS	LDT, LOP, PWR, RGU, TMO, 1-2 Days ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, PCN, 1-3 Days OSS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
LC	Leaving Campus Without Authorization	CAW, LDT, LOP, TMO	LDT, LOP, PCN, RTI, TMO, 1 Day ISS	LDT, LOP, PCN, RTI, TMO, 1-2 Days ISS	DIS, LDT, LOP, PCN, RTI, 1-3 Days ISS	ALT, LOP, PCN, 1 Day OSS
*TBC	SESIR Tobacco Possession or Use	CFS, PWR, RLW, TMO, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, CFS, PCN, RLW, Contact DCF	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES, RLW, TMO	LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, LOP, PCN, RES, RLW, 1-3 Days OSS
VN	Vandalism (Under $1,000)	CAW, CUP, LOA, LOP, RES, RLW, TMO	CUP, LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 1-3 Days OSS
LEVEL 3 OFFENSES						
AG	Aggression, Physical	CAW, CFR, LOA, LOP PMD, 1 Day ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days ISS. 1-2 Days OSS	LDT, LOP, PCN, PMD, RGU, RTI, 1-3 Days OSS,	DIS, LOP, PCN, RTI, 1-4 Days OSS,	ALT, LOP, PCN, ALT, 2-5 Days OSS
*ALC	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT (automatic), LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
*BUL	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1-2 Days OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
			Day ISS	1-2 Days ISS		
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LDT, LOA, LOP, PWR, RGU, TMO	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
EC	Electronic Cigarette Possession	CFS, DIS, PWR, RLW, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, 1-3 Days OSS, Contact DCF
EN	Endangerment	CAW, LOA, LOP, TMO	LDT, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO, 1 Day ISS	LDT, LOP, PWR, RGU, TMO, 1-2 Days ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, PCN, 1-3 Days OSS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
LC	Leaving Campus Without Authorization	CAW, LDT, LOP, TMO	LDT, LOP, PCN, RTI, TMO, 1 Day ISS	LDT, LOP, PCN, RTI, TMO, 1-2 Days ISS	DIS, LDT, LOP, PCN, RTI, 1-3 Days ISS	ALT, LOP, PCN, 1 Day OSS
*TBC	SESIR Tobacco Possession or Use	CFS, PWR, RLW, TMO, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, CFS, PCN, RLW, Contact DCF	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES, RLW, TMO	LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, LOP, PCN, RES, RLW, 1-3 Days OSS
VN	Vandalism (Under $1,000)	CAW, CUP, LOA, LOP, RES, RLW, TMO	CUP, LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 1-3 Days OSS
LEVEL 3 OFFENSES						
AG	Aggression, Physical	CAW, CFR, LOA, LOP PMD, 1 Day ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days ISS. 1-2 Days OSS	LDT, LOP, PCN, PMD, RGU, RTI, 1-3 Days OSS,	DIS, LOP, PCN, RTI, 1-4 Days OSS,	ALT, LOP, PCN, ALT, 2-5 Days OSS
*ALC	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT (automatic), LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
*BUL	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1-2 Days OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4 Days OSS

DRAFT

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
CS	Contraband, Sale	CFS, LOP, PWR, 1-2 Days ISS, 1 Day OSS	CFS, LOP, PNC, RGU, RTI, 1 Day OSS	BCM, CFS, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
DV	Dating Violence or Abuse	CFR, LOP, RLW, 1-2 Days ISS, 1 Day OSS	BCM, CFR, LOP, PCN RLW, RTI, 1 Day OSS	CFR, DIS, LOP, PCN, RLW, RTI, 1-2 Days OSS	ALT, CFR, LOP, RLW, 1-3 Days) OSS	-
*DRU	SESIR Drug Possession or Use	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
FT	Fighting, Non-SESIR	CFR, LDT, LOA, LOP, PMD, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days OSS	DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, DIS, LOP, PCN, RTI, 1-4 Days OSS	-
GN	Gang-Related Activity	CFR, LOP, PCN, RLW, 1-2 Days OSS	BCM, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS. Contact DCF	-	-
*HAR	SESIR Harassment	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*HAZ	SESIR Hazing	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
OS	Other Serious Misconduct	LDT, LOP, PWR, 1-2 Days ISS, 1 Day OSS	LDT, LOP, PCN, PWR, RGU, 1-2 Days OSS	BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS,	ALT, LOP, PCN, 2-4 Days OSS
*STL	SESIR Theft/Larceny ($750 or More)	LDT, LOA, LOP, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	BCM, LOP, PCN, RES, RGU, RLW, RTI, 1-2 Days OSS	BCM, LOP, PCN, RES, RLW, RTI, 1-3 Days OSS	DIS, LOP, PCN, RES, RTI, RLW, 1-4 Days OSS	ALT, LOP, PCN, RES, RLW, 2-5 Days OSS
SX	Sexting	LDT, LOP, PWR, RLW, 1 Day ISS, 1 Day OSS	LDT, LOP, PCN, RGU, RLW, 1 Day OSS	BCM, LDT, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT, LOP, 2-4 Days OSS, Contact DCF
*SXH	SESIR Sexual Harassment	CFR, LOA, LOP, PWR, RGU, RLW, 1 Day ISS, 1 Day OSS	CFR, LOP, PCN, RLW, RTI, 1 Day OSS, Contact DCF	BCM, CFR, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	CFR, DIS, LOP, PCN, RLW, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*SXO	SESIR Sexual Other	CFR, LOP, PCN, RLW, 1-2 Days OSS, Contact DCF	BCM, CFR, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS, Contact DCF	-	-
*TRS	SESIR Trespassing	LOP, PWR, RLW, 1 Day ISS	LOP, PCN, RLW, 1 Day OSS	BCM, LOP, PCN, RLW, RTI, 1-2 Days OSS	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS	ALT, LOP, RLW, 2-4 Days OSS

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*VAN	SESIR Vandalism	CUP, LOA, LDT, LOP, PCN, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	CUP, LDT, LOP, PCN, RES, RGU, RLW, 1-2 Days ISS	BCM, CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days OSS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-3 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 2-4 Days OSS
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	ALT, PCN, LOP, RLW, 2-4 Days OSS	ALT, PCN, RLW, 4-6 Days OSS	-	-	-
*BAT	SESIR Battery	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*BRK	SESIR Burglary	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	-	-	-
*DOC	SESIR Disruption on Campus	ALT, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DRD	SESIR Drug Distribution	ALT, PCN, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
FA	False Accusation	ALT, LOA, LOP, PCN, 2-4 Days OSS	ALT, DIS, LOA, LOP, PCN, RTI, 4-6 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*FIT	SESIR Fighting	CFR, LOP, PCN, 1-3 Days OSS	CFR, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*OMC	SESIR Other Major	CFS, LOP, PCN, 1-3 Days OSS	ALT, CFS, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, CFS, PCN, 5-10 Days OSS	-	-
*PHA	SESIR Physical Attack	CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*ROB	SESIR Robbery	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-	-
*SXA	SESIR Sexual Assault	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	ALT, RLW, 5-10 Days OSS, Contact DCF	-	-	-
*SXB	SESIR Sexual Battery	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*TRE	SESIR Threat	CFR, LOP, PWR, PCN, RLW, RTI, 1-3 Days OSS, Conduct Threat Assessment	ALT, CFR, DIS, LOP, PCN, RTI, RLW, 3-5 Days OSS, Conduct Threat Assessment	ALT, PCN, RLW, 5-10 Days OSS, Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	CFS, LOP, PWR, RGU, RLW, 1-3 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, RTI, 3-5 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, 5-10 Days OSS Consider Threat Assessment	-	-
*WPO	SESIR Weapon Possession or Use	ALT, CFS, PNC, 5-10 Days OSS, Conduct Threat Assessment	-	-	-	-

SDMC MIDDLE SCHOOL MATRIX FOR GRADES 6-8

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	ASD, BSD, or LDT	ASD, BSD, or LDT, AWD, EXS	1 Day ISS, TMO, LOP, BCM, RTI	1-2 Days ISS, LOP, PCN, RTI	2-3 Days ISS, LOP, RTI
DB	Disruptive Behavior	ASD, BSD, or LDT	ASD, BSD, or LDT, EXS	1 Day ISS, TMO, LOP, BCM, RTI	1-2 Days ISS, or 1 Day OSS LOP, BCM, RTI	2-3 Days ISS, or 1-3 Days OSS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT, RTI	LOP (30 Days) , RTI	1 Day ISS, LOP, PCN
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, LOA, TMO	1-2 Days ISS, LOP, PWR, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	ASD, BSD, or LDT	EXS	1-3 Days ISS, TMO, RTI	1-2 Days OSS, LOP, BCM	2-3 Days OSS BCM, LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-3 Days ISS, LOP	1 Day OSS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP, RTI	1-2 Days ISS, 1 Day OSS, LOP, BCM, RTI	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI

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MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS, LOP	1-2 Days ISS, PCN, LOP	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	ASD, BSD, or LDT, AWD	EXS, LOP, TMO, RTI	1 Day ISS, TMO, EXS, LOP, RTI	1-3 Days ISS, EXS, LOP, PCN

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
TE	Technology – Inappropriate or Unauthorized Use	CAW	ASD, BSD, or LDT, CFS	EXS, 1 Day ISS, TMO, CFS, RTI	1-3 Days ISS, CFS, LOP, PCN, RTI	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, RTI, BCM,	3-4 Days OSS, LOP, RTI, PCN	4-5 Days OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT, LOP	Zero, EXS, LOP	Zero, 1 Day ISS, TMO, LOP	Zero, 1-3 Days ISS, LOP, PCN	Zero, 1-2 Days OSS, LOP
CO	Contraband, Possession	1-2 Days ISS, TMO, 1 Day OSS, CFS	2-3 Days ISS, 1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS, RTI	3-4 Days OSS, CFS LOP, PCN, RTI	4-5 Days OSS, CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2 Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN, RTI	4 Days OSS, LOP, CFS, FIN, RLW, PCN, RTI	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS	1-2 Days OSS, LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD, 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN, DIS
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, DIS, ALT
LC	Leaving Campus W/O Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, EXS, ASD, LDT, BSD	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
*TBC	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, PCN, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT

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LEVEL 3 OFFENSES

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES, AWD, CMS, LOP, RLW, DIS, RTI	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT, RTI	6-7 Days OSS, LOP, ALT
*ALC	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
*BUL	SESIR Bullying	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-2 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS,CFS, RLW LOP, ALT	-
DV	Dating Violence or Abuse	1-2 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
*DRU	SESIR Drug Possession or Use	5-10 Days OSS (SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-
FT	Fighting, Non-SESIR	1-5 Days OSS*, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN, RTI	5-10 Days OSS, ALT (auto)	-	-
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
*HAR	SESIR Harassment	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
*HAZ	SESIR Hazing	1-2 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT, RTI	-
*STL	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP, RTI	4-5 Days OSS, RLW, RES, LOP, PCN	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-4 Days OSS, RLW, LOP	4-5 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS, ALT	6-7 Days OSS, RLW, LOP, ALT
*SXH	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
*SXO	SESIR Sexual Other	1-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*TRS	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*VAN	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS, RTI	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	3-10 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*BAT	SESIR Battery	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-
*BRK	SESIR Burglary	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	-	-	-
*DOC	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
*DRD	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-
*FIT	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT	-	-
*OMC	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
*PHA	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
*ROB	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXA	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXB	SESIR Sexual Battery	5-10 Days OSS, RLW, ALT	-	-	-	-
*TRE	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
*WPO	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

DRAFT

SDMC HIGH SCHOOL MATRIX FOR GRADES 9-12

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	LDT	ASD, BSD,	AWD, EXS, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, BCM,	2-3 Days ISS, BCM, LOP, PCN
DB	Disruptive Behavior	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO, RTI	1-2 Days ISS, LOP, BCM, RTI	2-3 Days ISS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT, RTI	LOP (30 Days), RTI	1 Day ISS, LOP, PCN
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, TMO, LOA	1-2 Days ISS, TMO, LOP, PWR, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS BCM LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-2 Days ISS, LOP	2-3 Days ISS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP, RTI	1-2 Days ISS, 1 Day OSS, LOP, BCM	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS	1-2 Days ISS, PCN	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	LDT	ASD, BSD, or LDT, RTI	EXS, LOP, RTI	EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	LDT, CFS	ASD, BSD, or LDT, CFS, TMO, RTI	1-3 Days ISS, TMO, CFS, LOP, PCN	1-2 Days OSS, EXC, CFS, LOP, PCN
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS	1-3 Days ISS, TMO, 1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, RTI
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT	Zero, EXS	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	Zero, 1-2 Days OSS
CO	Contraband, Possession	1-2 Days ISS, 1-2 Days OSS, CFS	1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS, RTI	3-4 Days OSS, CFS LOP, PCN, RTI	4-5 Days OSS, CFS, LOP, RTI

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS, ALT
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2, Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN, RTI	4 Days OSS, LOP, CFS, FIN, RLW, PCN, RTI	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS	1 Day OSS, LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD (if (appropriate), 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, TMO, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
LC	Leaving Campus Without Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, RTI	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
*TBC	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES AWD, CMS, LOP, RLW, DIS	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
	LEVEL 3 OFFENSES					
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
*ALC	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
*BUL	SESIR Bullying	1-3 Days OSS, LOP	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-3 Days OSS,	2-4 Days OSS,	4-5 Days OSS,	5-6 Days OSS,	-

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
		LOP, CFS	LOP, CFS	LOP, CFS, RLW, DIS, PCN, RTI	CFS, RLW LOP, ALT, RTI	
DV	Dating Violence or Abuse	1-3 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
*DRU	SESIR Drug Possession or Use	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-
FT	Fighting, Non-SESIR	1-5 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT (auto)	-	-
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
*HAR	SESIR Harassment	1-3 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
*HAZ	SESIR Hazing	1-3 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT	-
*STL	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days OSS, RLW, RES, LOP, PCN, RTI	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-3 Days OSS, RLW, LOP	3-4 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS	6-7 Days OSS, RLW, LOP, ALT
*SXH	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
*SXO	SESIR Sexual Other	1-5 Days OSS, DIS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*TRS	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
*VAN	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	3-5 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*BAT	SESIR Battery	3-10 Days OSS,	5-10 Days OSS,	5-10 Days OSS,	-	-

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
		RLW	RLW, PCN, DIS, ALT	RLW, ALT		
*BRK	SESIR Burglary	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS		-	-
*DOC	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
*DRD	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-
*FIT	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT		
*OMC	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
*PHA	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
*ROB	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXA	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXB	SESIR Sexual Battery	5-10 OSS, RLW, ALT	-	-	-	-
*TRE	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
*WPO	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

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SECTION 6 PROCEDURES RELATING TO DISCIPLINARY ACTIONS

Each school and classroom in the school District of Manatee County is required to develop their own behavior plans, which support the unique needs of their students, families, and communities. Common disciplinary actions at each school may include, but not be limited to the following:

Loss of Privilege
For a specified period of time, you may lose a privilege on campus. These privileges include, but are not limited to, parking, use of technology, extracurricular activities, and assemblies.

Disciplinary Probation/ Check-in/Check-out
For a specified period of time, you are assigned to report frequently to a staff member who will assist in monitoring your adjustment to the school situation.

Detention/Extra School
You report to an assigned location at your school for a specified period of time before or after school for supervised study hall activities. Extra school is not intended to interfere with your regular class schedule.

Fine/Restitution
You may be given a written citation by the School Resource Officer and required to pay a fine if you are caught smoking or in possession of tobacco. You may be required to pay restitution for any damage you may have caused to School Board property.

Student Work Assignments
If your parent and a school administrator agree, the administrator can assign you to a work detail at the school. The principal will decide who will supervise your work.

Saturday School
You may be required to attend Saturday School if an administrator has contacted your parent at least twenty-four (24) hours in advance.

In-School Suspension
You may be assigned to a specific location at your school during the school day where you will be required to continue your regular academic coursework. This assignment may be for a single period (usually referred to as Time Out), all day, or for multiple days. Time Out may also be used in lieu of detentions when transportation or other issues prevent their assignment.

Classroom Removal
Your teacher may require that you be removed from class if it has been documented that your behavior has seriously disrupted the teaching or learning in the classroom. If you are removed from a class, the principal may place you in another appropriate classroom, in-school suspension, an alternative education program, or the principal may recommend you for suspension or expulsion. You cannot be returned to that teacher's classroom unless the teacher consents or a school-based placement review committee has determined that doing so is the best or only available alternative. A decision on whether to return you to the classroom must be made by the teacher or the committee within five days of the removal.

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MAJOR DISCIPLINARY ACTIONS

In order to protect the rights of all students and staff, certain procedures are followed with regard to major disciplinary actions. These procedures are developed as suggested or required by law or regulation. School/classroom procedures for administering discipline in areas not covered by these specific procedures are encouraged.

School Bus Suspension

You can be denied the privilege of riding a school bus by the principal or designee for up to 10 school days. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school.

Out-of-School Suspension

You have the right to attend school and have an opportunity to learn. You may lose that right if you violate the District Code of Student Conduct or a school rule. You lose the right to attend school by being suspended or expelled. You can be suspended from school for up to ten (10) days at a time. If you are suspended you cannot be on school grounds or on any Manatee School District property, nor can you attend any school activities. You cannot be suspended for skipping class or school or for excessive tardiness. However, you may be suspended for failure to serve consequences assigned for skipping or tardiness.

OUT-OF-SCHOOL SUSPENSION Q & A

Q. Who can suspend you?

A. The principal or someone designated by the principal can suspend you.

Q. How long can you be suspended?

A. You can be suspended from school for one school day or up to ten (10) school days. School principals or designees may not impose suspensions of undefined lengths, pending a parent conference or other stipulations.

Q. What happens before a suspension?

A. When the principal or designee becomes aware that a student may have broken a rule in the District Code of Student Conduct or a school rule, he or she will investigate by talking to students, teachers or others who may know something about what happened. Even if you are not one of the students who may have broken the rule, the principal or designee may talk to you as part of the investigation. After talking to people who were involved or witnesses, the principal or designee will determine who he or she thinks broke a rule.

Q. What if the principal or designee determines you broke a rule?

A. As soon as possible, the principal or designee will talk to you and tell you that you are accused of breaking a rule in the District Code of Student Conduct or a school rule. You also will be given written notification, such as a disciplinary referral, which tells you the same thing. You will be told why it is believed that you have broken the rule. After this happens, you should know what you are accused of doing and what evidence there is that supports the accusations.

Q. What happens next?

A. You will then have an opportunity to tell the principal or designee your side of the story. You can ask that he or she talk to someone you think may know something about what

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happened. You can give the principal or designee a written statement to read. After listening to you and reading anything you have provided, the principal or designee may talk to the people you named and anyone else who might have knowledge about the situation, as may be appropriate in the opinion of the principal or designee. After that, the principal or designee will decide if you have broken a rule in the District Code of Student Conduct or a school rule. If he or she decides you have broken a rule, the principal or designee will then determine whether you should be suspended from school, and if so, for how long. You will be told about this decision.

Q. Will my parents know?

A. Prior to the beginning of the suspension, the principal or designee will attempt to telephone your parents and let them know about the suspension. If your parents cannot be reached by telephone, then the principal or designee will record the dates and times contact was attempted. Also, within 24 hours of the decision, a letter will be mailed to your parents informing them of the suspension. If you or your parents claim you did not receive the letter, it will not change the suspension. You will be given another copy of the letter if you request one.

Q. Can you appeal a suspension?

A. You can request the principal reconsider the evidence and decision. However, the principal's decision to suspend a student is final.

Q. How do I make up my work while on suspension?

A. You are encouraged to remain current with all class assignments but are required to obtain your work. The following means are available: 1. Ask fellow students to obtain the class work for you. 2. Contact your teacher via email or phone. 3. Access teacher websites or weekly assignment sheets, if available.

All makeup work is due on the day of your return from suspension. In the case of in-class activities such as labs, tests, quizzes, class projects, etc., the teacher will determine a reasonable amount of time for assignments to be completed.

Disciplinary Reassignment

The School District of Manatee County offers an alternative program for students who struggle with behavioral issues in their current setting or create a concern for the safety of others. Pursuant to School Board policy, the Superintendent of Schools or designee may decide to reassign you, if it is determined to be in your best interest, or the best interest of the school. If your actions create a concern for the safety and welfare of any student or staff member or substantially interferes with the safe and orderly operation of a school, you are eligible for reassignment to an alternative program under the School Safety reassignment process, regardless of any current or past patterns of behavior. These acts would normally involve infractions such as battery on a school board employee, causing substantial injury or mental distress to others, threats to commit acts of violence, sexual misconduct, weapon or drug-related behaviors, or any variety of criminal acts committed on a school campus. Likewise, being charged with an off-campus criminal act by law enforcement, which creates a concern for the safety and welfare of students or staff, or which substantiates a pattern of unsafe behavior may result in a School Safety reassignment, per ss 1006.09, 1006.147, and 1006.13.

You may also be referred for a School Safety Reassignment to the alternative program for persistent behaviors which substantially disrupt the learning environment and are not mitigated through school-based interventions. Such behaviors may include interfering with instruction; the use of profane or offensive language or gestures; disrespect towards school staff; defiance of school staff; theft, destruction, or improper use of school equipment; possession of contraband or prohibited items; or continually being out of area. You may also be referred for reassignment for patterns of behavior which substantially interfere with the educational rights of other students. These behaviors may include acts such as bullying, harassment, extortion, threats, theft, fighting, or any conduct which is disruptive to the orderly educational process in the classroom.

If you are assigned to an alternative program for disciplinary reasons, you cannot be present on any other school grounds or on any Manatee School District property at any time. If you have been reassigned to an alternative program for disciplinary reasons, you may instead choose to attend another school outside the district. However, your academics, attendance, and behavior must be evaluated in a physical setting with peers in order to return to any Manatee County school. Virtual or purely online programs are not an acceptable alternative without specific review and authorization from the district office of Drop-Out Prevention and Alternative Programs.

Expulsion

You can be expelled (excluded) from school by the School Board for the remainder of a school term or school year and one additional year of attendance. During the time you are expelled, you may or may not receive educational services. Students who commit violent acts that involve the use of a firearm as defined in the Code of Student Conduct will be expelled, with or without educational services. All other students will be evaluated on a case-by-case basis and where possible, recommendations for diversionary or intervention programs will be made in lieu of arrest or expulsion.

EXPULSION AND DISCIPLINARY REASSIGNMENT Q & A

If you are found to be guilty of a severe breach of conduct or are guilty of continuing misconduct, the principal or designee may suspend you for up to 10 days after following the suspension procedures and recommend to the Superintendent or designee that you should be expelled or reassigned to another school or program. All alternative placements and expulsion recommendations for students with disabilities are made by the appropriate IEP or 504 team.

Q. What happens if the principal recommends reassignment to another school or program?

A. The principal will refer the case to the Office of Drop-Out Prevention and Alternative Programs to determine whether it should move forward or be declined. If approved, you will either be directly assigned to another school or program or have your case go before the School Safety Reassignment Committee for deliberation. Any vote by the committee will be the recommendation made to the Superintendent or designee. Should you be reassigned, you will be provided information concerning the school or program and instructions on how to enroll.

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Q. What is the School Safety Committee?

A. A group of district and school administrators which evaluate the facts of each case and the student's history to make recommendations for reassignment to an alternative program. The Committee is additionally charged with evaluating the interventions attempted by the school, prior to the reassignment referral being submitted.

Q. Can the recommendation of the committee be appealed?

A. You may appeal the decision to the Office of Alternative programs and Drop-out Prevention. Facts of the case must be appealed to the principal if the reassignment referral is being forwarded by the school for on-campus behavior.

Q. What happens if my principal recommends expulsion?

A. Your principal may recommend an expulsion to the Director of Student Services. The Director will in turn listen to the facts of the case and make a recommendation to the Superintendent. However, only the School Board can expel a student. If the Superintendent agrees with the recommendation, the District General Counsel or designee will inform your parents in writing about the recommendation and why expulsion is being recommended. The notice will additionally inform your parents they can request a hearing.

Q. What happens if my parents do not request a hearing?

A. The School Board will take final action on the recommendation for expulsion without a hearing. By not requesting a hearing, you are admitting that you did what you were accused of doing.

Q. What happens if I request an expulsion hearing?

A. The School District General Counsel will notify you when and where the hearing will be conducted. The Office of Dropout Prevention and Alternative Programs will inform your parents of the procedures involved and your procedural rights. At the hearing, the General Counsel, on behalf of the Superintendent, presents the evidence in support of the recommendation for expulsion. You, your parents, your attorney or other qualified representative will be permitted to cross examine witnesses and offer evidence on your behalf, including your testimony. The cost of your attorney will be your parent's responsibility. Your parents may elect to have the hearing open or closed to the public.

Q. What procedures govern the expulsion hearing?

A. The expulsion hearing is governed by sections 120.569 and 120.57(2), Florida Statutes. A copy of those sections will be provided to you upon request.

Q. What happens after the expulsion hearing?

A. The School District General Counsel will submit to the School Board a recommended order consisting of findings of fact, conclusions of law, and a recommendation on the expulsion. You, your parents, or your attorney will have an opportunity to submit written objections to the

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recommended order. The School Board is limited on what it can do with respect to the recommended order by section 120.57 (1), Florida Statutes.

Q. Who makes the final decision to expel me?

A. The School Board will make the final decision on whether you should be expelled and if so, for how long. The School Board will also decide if you will receive educational services during your expulsion. Your parents may elect to have the School Board meeting open or closed to the public.

Q. How long can the School Board expel me?

A. You can be expelled for the remainder of the current school year and one additional school year. A student who is serving an expulsion during the last semester of his or her senior year may not participate in the graduation ceremony.

Q. Can I appeal the School Board's decision to expel?

B. You can appeal the School Board's decision to the Second District Court of Appeal in Tampa. You must do so within 30 days of the time you are expelled; you may or may not receive educational services.

Felony Arrests

Students are required to self-report any felony arrest to their principal within 48 hours of the arrest. An arrest that would be a felony if the student were an adult must also be self-reported. The principal will review information about the arrest to determine, after conferring with the Executive Director of School Management, whether the student should be suspended from all extracurricular activities and possibly suspended from school or reassigned to an alternative placement. Failure to self-report such an arrest may result in suspension from all extracurricular activities for a minimum of one calendar year and suspension from school or reassignment to an alternative placement.

Extension of Ten-Day Suspension

If the principal suspends you for 10 days, the Superintendent may extend your suspension until the outcome of the criminal charges that have been filed against you. During your suspension, pending the outcome of the criminal charges, you will be assigned to an alternative educational program.

Criminal Victimization

In accordance with F.S. 1006.13, students who are found to have committed certain felony offenses against another student are prohibited from attending the same school or riding on the same school bus with the victim or the victim's siblings. According to F.S. 1006.13(5)(d), "The offender, or the parents of the offender if the offender is a juvenile, shall arrange and pay for transportation associated with or required by the offender's attending another school or that would be required as a consequence of the prohibition against riding on a school bus on which the victim or a sibling of the victim is riding. However, the offender or the parents of the offender may not be charged for existing modes of transportation that can be used by the offender at no additional cost to the District School Board."

Corporal Punishment

The use of corporal punishment is prohibited. This prohibition extends to parents or guardians on school grounds.

REPORTS TO LAW ENFORCEMENT AGENCIES

The School Board views disruptive and criminal acts, and those which may affect the health, safety and welfare of, or pose a legitimate threat to those on a school campus, as extremely serious in nature. In addition to disciplinary action administered at the school level, certain acts are expected to be reported to law enforcement as required by the State Attorney Office. The actions of law enforcement do not dictate the corrective measure enforced by the school.

LIMITED ROLE OF LAW ENFORCEMENT

To help avoid the unnecessary criminalization of our students, law enforcement action should be limited to situations when it is necessary to protect the physical safety of students and staff or appropriate to address criminal activity. Law enforcement involvement should not be requested in a situation that can be safely and appropriately handled by a school's internal disciplinary procedures.

THE COACH AARON FEIS SCHOOL GUARDIAN PROGRAM

Like law enforcement, school guardians hired through the Coach Aaron Feis School Guardian program in Manatee County are in place to help ensure the physical safety of our students, staff, and school community. School guardians are not to be involved in student discipline matters unless it is a matter of safety. School guardians additionally have no authority to act in any law enforcement capacity, except to the extent necessary to prevent or abate an active assailant incident.

REPORTS TO DEPARTMENT OF CHILDREN AND FAMILIES (DCF)

All employees of the District have the responsibility to report all actual and suspected cases of child abuse, abandonment or neglect. They also have the responsibility to comply with child protective investigations and all other provisions of law related to child abuse, abandonment or neglect. All employees of the District shall have immunity from liability if they report such cases in good faith. Abuse is defined as "any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired."

REFERRALS TO MENTAL HEALTH AGENCIES

If you present a concern for the safety of others, due to your actions or words, as determined by your school or district administration, law enforcement, or a threat management team, you will be referred for mental health services, per F.S. 1012.584. These services may be provided on campus or through off-campus mental health providers that partner with our district. In the event you present an immediate concern for the safety of yourself or others, the Marchman or Baker Acts may be enacted (see Page 4) to ensure an appropriate mental health examination and intervention(s) occur. This may result in an involuntary examination and removal from campus, pursuant to F.S. 394.463. Such contact may be in person by a mental health professional or using telehealth as defined in F.S.456.47.

SELF-REPORTING UPON INITIAL REGISTRATION

Upon initial registration in any district school from another district, state, charter, home or private school, you are required per F.S. 1006.07 to self-report any previous school expulsions, prior arrests resulting in charges, Juvenile Justice actions, and referrals to mental health services. You are also required to report any placements in an alternative setting for disciplinary or safety reasons. Students found to have been expelled or placed in an alternative program in lieu of expulsion from another school or district may serve any remaining duration of the original

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expulsion as outlined in F.S. 1006.07.

DISCIPLINE FOR STUDENTS WITH DISABILITIES (SECTION 504 AND IDEA)

If you are an IDEA or Section 504 eligible student and have an Individualized Education Plan (IEP) or Section 504 Plan, you are expected to comply with the District Code of Student Conduct and school rules just like any other student. If you violate the District Code of Student Conduct or school rules, you are subject to discipline just like any other student. There are, however, some special rules dealing with suspensions, assignments to alternative programs, and expulsions.

Q. How are In-School Suspensions handled?

A. If a student with a disability receives an in-school suspension, the student's IEP or Section 504 Plan will continue to be in force. An in-school suspension is not considered an out-of-school suspension if the IEP or Section 504 Plan is followed.

Q. Can a student with a disability receive an out-of-school suspension?

A. Yes. A student with a disability may be suspended from school just like any other student and will not receive any educational services during the suspension.

Q. Can a principal use other forms of discipline with a student who has a disability?

A. Yes. A principal or designee may use any other form of in-school discipline when dealing with a student with a disability who has violated the District Code of Student Conduct or a school rule, provided that non-disabled students are disciplined the same way. Such discipline actions may include detentions, in-school suspension, extra school, Saturday school, or exclusion from extracurricular activities or field trips.

Q. What happens when a student with a disability reaches ten days of Out-of-School Suspension?

A. School personnel familiar with the student and the student's IEP or Section 504 Plan will meet with the parents as a team. For both IDEA and Section 504 eligible students, this team will determine if the student's disability is causing the misconduct (Manifestation Determination) and whether changes to the IEP or Section 504 Plan are necessary. For the IDEA eligible student, this team will also ensure a current Functional Behavioral Assessment (FBA) and a Behavior Intervention Plan (BIP) are in place, or recommend changes to either document.

Q. Can a student with a disability be reassigned to another school?

A. Yes. A student with a disability may be reassigned to another school, provided certain conditions are met. Students with disabilities may be reassigned to an alternative program for persistent disruptive behavior, only if that behavior is determined to not be substantially related to or caused by their disability and a current FBA and BIP are in place. Students may be also reassigned to an alternative program for behavior which represents a concern for the safety of other students or staff or the orderly operation of a school. If committed on campus, these acts must also not be substantially related to or caused by the student's disability.

Q. If a student with a disability has a weapon, illegal drugs or causes serious bodily injury to someone, what disciplinary actions may be taken?

A. When a student with a disability commits one of these infractions at school or at a school-

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related function, that student may be subject to the same administrative action and for the same length of time as a non-disabled peer - provided the behavior is determined to not be a manifestation of their disability. Even if the behavior is determined to be a manifestation of the student's behavior, he or she may be removed to an interim alternative educational setting for not more than forty-five (45) school days. Such placement does not require parent consent.

Q. Who determines the interim alternative educational setting (IAES)?

A. The IAES will be determined by the IEP or Section 504 Plan team.

Q. May a student with a disability be expelled?

A. Yes, but only if services are provided by the district.

Q. May a student with a disability be suspended from the bus?

A. Yes. Students with disabilities may be suspended from the bus just as any other student. Responsibility for transporting the student to school would then fall to the parent. However, any days missed during the bus suspension will be counted as an Out-of-School Suspension, unless the parent excuses or documents the absence.

Q. If transportation is a related service identified on the IEP or Section 504 Plan, may a student with a disability be suspended from the bus?

A. Yes. If transportation is a related service identified on the student's IEP or Section 504 Plan, and suspension or expulsion from the bus is recommended, then the bus suspension will be counted as an Out-of-School Suspension if the student is not in attendance.

Q. May a parent or guardian record an IEP meeting?

B. Yes. A parent, authorized representative of a parent, or IEP team member is permitted to record the meeting. He or she must use his or her own recording device and the District will obtain its own recording of the meeting. The District is under no obligation to provide the parent with a transcription of the recording the District obtains on its own equipment. If the District audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.

ENGLISH LANGUAGE LEARNERS

English Language Learners (ELLs) are not to be subjected to disciplinary action exclusively because of their use of a language other than English. However, all School District of Manatee County students, regardless of their ability to speak English, are governed by the Code of Student Conduct.

SECTION 7 MISCELLANEOUS

CRISIS PROTOCOL

Providing a safe and secure environment for our students to learn is the top priority of the School District of Manatee County. Measures have been taken to ensure our staff and students are prepared in the event a crisis situation occurs in one of our schools. A comprehensive Crisis Management Plan has been created to guide our staff through a wide variety of situations. Fire drills, tornado drills, lock-down drills, and shelter-in-place drills are practiced at each site to ensure

routines and safety procedures are well established and familiar to all.

In a shelter-in-place, all school doors will be locked and regular classroom instruction continues behind the locked doors. In a lock-down, all school doors are locked and all students and staff are out of view. Classroom instruction is discontinued.

What parents need to know during either crisis:

a. Please DO expect to be notified with a special parent advisory sent home from the school and/or with a telephone message from our telephone notification service when the school is able to provide accurate information and/or the incident is resolved.
b. Please DO cooperate with school and/or district directives.
c. Please DO consult local media for regular updates about the incident. Listen for information updates on local radio and television stations. You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.
d. Please DO NOT call the school because phone lines will be needed for emergency communication.
e. Please DO NOT call your child's cell phone because cell phones are not to be used during a crisis.
f. Please DO NOT go to the school if a crisis situation should occur. Roads are closed, doors are locked and campuses are off-limits to anyone other than authorized personnel.

Pursuant to F.S. 120.54, in the event of an emergency, the Superintendent or the School Board can enact additional rules governing student conduct which shall be enforced as included in this Code of Student Conduct.

Unannounced Lock-down Drills

The principal may conduct unannounced lockdown drills from time to time and will inform parents after the fact about the drill by way of automated telephone calls.

STUDENT AND FAMILY REUNIFICATION PLAN

In case of a school emergency or a natural disaster, you need to be aware of our school's plan for releasing your child. First and foremost, remain calm. Remember, it is our primary concern that students remain safe at all times, and there is a plan for an orderly dismissal and release of our students. When you learn your child's school is in a lockdown situation or any other emergency situation, do not call the school and do not come to the school. Staff will be very busy during an emergency and will not be able to attend to the safety of your children if they have to answer your phone calls. If you come to the school during an emergency, in all likelihood you will not be allowed into the school or even into the inner perimeter set up by emergency responders. The presence of hundreds of parents showing up on the scene will hinder the efforts of emergency responders, which in turn may jeopardize the safety of your child. Instead, if the situation warrants the release of students, direct notification to your listed emergency contact numbers as well as the use of local news media will provide instructions on when and where the release will take place. Students may be bused to an off-site location for their release to parents.

Once an "all clear" is given at the school, and if there is a need to release students for the day, the Student and Family Reunification Plan will be put into place. For the safety of every child, we must document to whom each child is released. Students will only be released to a parent, guardian, or childcare personnel as designated on your child's school *Contact, Medical, and Emergency Form*. When you arrive at the facility where students will be released, proceed to the designated area and plan to do the following:

- Fill out a Student Release Form.

- Present photo identification.
- Move to the Student release area and wait for your child.
- A runner will go to the assembly area, get your child, and bring him or her to the release area. Be prepared to show your ID again.
- Sign for the student and depart.

REMINDER: Your child will be released only to those listed on the *Contact, Medical, and Emergency Form*. It is therefore imperative you keep information on your child's *Contact, Medical, and Emergency Form* up to date, including your cell phone number or other emergency contact information. Please note that if for any reason your child is not picked up, he or she will be placed in an alternate place of safety. These procedures should be shared with everyone you list on the *Contact, Medical, and Emergency Form* so they are familiar with our plan and these concerns. If you have any questions about the Student and Family Reunification Plan, contact your child's school principal.

REGISTER YOUR EMERGENCY CONTACT INFORMATION TODAY!

The school district, in cooperation with TIFF (To Inform Families First) urges you and your family to register your emergency contact phone numbers TODAY. In the event of an emergency, families can be notified more quickly through this service. On the Internet, simply log onto the following website as follows:

www.hsmv.state.fl.us

Click ONLINE SERVICES - EMERGENCY CONTACT INFORMATION

For more information on this important initiative click on:

www.toinformfamiliesfirst.org

ELECTRONIC EQUIPMENT

Students may possess cell phones and other non-district issued electronic items at school, on buses, and at school functions provided that during school hours cell phones are silenced and concealed. The devices shall not be used during the school day unless your school has adopted a process for further allowing or restricting the use of personally owned electronic devices. Pursuant to Section 1006.07, Florida Statutes, a student may not use a wireless communication device during instructional time, except when expressly directed by a teacher, solely for educational purposes. A teacher shall designate an area for wireless communications devices during instructional time." Absent such permission, teachers or other school staff may confiscate your electronic device, per
F.S. 1006.07. These electronic devices include, but are not limited to, the following:

- music playback or streaming devices
- camera
- cellular phone (including the camera that may be part of the phone)
- video or digital recorder
- video gaming devices

- computer or tablet (unless specifically authorized for academic purposes)
- Smartwatches or other smart devices when used as a cellular device
- Earbuds or headphones

Violations of the cell phone policy will be handled in accordance with the SCC and may results in confiscation of said device. Refusal to surrender the device will be considered defiance and will result in appropriate administrative action. If the item is not picked up by July 1 following the end of the school year, the item will be deemed abandoned. Each school will determine what to do with abandoned items. Neither the school nor school staff members are responsible for any such items if they are lost, stolen, broken or damaged.

A student may not electronically record any SDMC employee or facility without written or explicit permission. This does not apply to school-sanctioned events or activities that may warrant such recording. Additionally, students may not post to the Internet recordings of fighting, acts of bullying, assault, or battery, whether staged or real – regardless of time or location.

During any district, state, or federally required assessment administration, if you are found with an electronic device that reproduces, transmits, calculates, or records (e.g., a cell phone, camera, or calculator) in your pocket, at your desk, or within your reach during testing, your test will be invalidated. Additionally, the device will be confiscated, and you will be disciplined.

If school officials have reasonable suspicion that electronic items contain criminal activity, the device may be provided to law enforcement.

TECHNOLOGY AND INTERNET SAFETY POLICY

Technology is an integral part of your educational experience and must be used in a way that is consistent with the goals of the School District of Manatee County (SDMC). Technology includes, but is not limited to, computers, tablets, other electronic devices, software, email, the Internet, and other network resources. Your use of technology is a privilege and you are responsible for using it appropriately. This includes use of district technology while off school property. The following are improper uses of technology:

a. Photographing, recording, or using images of any person without their knowledge or consent.
b. Accessing pornographic or obscene images, language or materials, including screen savers.
c. Transmitting any material in violation of federal, state, local law, School Board policy, regulation, or the District Code of Student Conduct. This includes but is not limited to: copyrighted material; threatening, obscene or pornographic material; test questions or answers; student work products; trade secrets; and computer viruses or malware.
d. Using technology for commercial activities unless explicitly permitted by the School Board.
e. Modifying the original SDMC pre-set software image including, but not limited to: loading software applications not authorized by SDMC; changing the computer name; changing or removing operating system extensions; altering security/filtering software; altering the pre-loaded operating system or application; or taking apart the computer for access to internal parts.
f. Downloading music, games, or videos at any time on a district computer.
g. Using cellular phones or other wireless communication devices during unauthorized times

of the school day. Cellular phones, tablets, and other electronic devices may only be used on campus before or after school, unless your school has different policy restrictions, or you have permission from an administrator or designee.

h. Using email, instant messaging, texting, web pages or other technology operations to threaten, disrupt, or interfere with the safety and welfare of the school community, including engaging in cyber-bullying, harassment, or "sexting."
i. Gaining or attempting to gain unauthorized access to SDMC networks, computer servers, or data files.
j. Gaining or attempting to gain unauthorized access to non-SDMC networks, computer servers, or data files utilizing SDMC equipment.
k. Using profanity, obscenity, or other language which may be offensive to another person, or reposting personal communications without the author's prior consent, when using computer network access.
l. Downloading or printing any material that deemed inappropriate by the School District.
m. Attempting to log on to the SDMC network or other district-affiliated systems using another's identity or password.
n. Sharing of logins and passwords to the SDMC network.
o. Bypassing or attempting to bypass SDMC filtering software.
p. Unauthorized disclosure, use and dissemination of personal information regarding students, unauthorized online access by students, including hacking and other unlawful activities and access by students to inappropriate matter on the Internet is prohibited.

NOTE: There is no right or expectancy of privacy on District provided or owned technology. School officials may review any information or files on such technology at any time.

Use of Social Media

The School District of Manatee County allows schools, students, teachers and staff to use social media for enhancing classroom learning and communication among members of the SDMC community. Your use of District-approved social media platforms must be consistent with all aspects of this Code of Student Conduct and must abide by Section 501.1736, Florida Statutes

For School Board Policies regarding student use of social media, please see Policy 7544 "Use of Social Media," as well as Policy 7540.03 "Student Technology Acceptable Use and Safety." Those policies can be found in the School Board Policy Manual on the School District website at https://www.manateeschools.net/Page/2186. For Student Social Media Guidelines, please visit the "Parents and Students" page of the School District website at www.manateeschools.net.

DISCLAIMER OF RESPONSIBILITY FOR PERSONAL PROPERTY

Although the school attempts to maintain a safe and secure environment, theft and loss do sometimes occur. All personal property in possession of the student should be identified with the student's name. The school disclaims responsibility for any lost, stolen, broken or confiscated property. Parents send and students bring such items to school at their own risk. Students are expected to turn in to the office any found items.

PARENTAL RIGHTS AND RESPONSIBILITIES

The role of parents, guardians, and families is critical to the healthy growth and development of each of our students. Some of the basic parent rights include:

- To be actively involved in your child's education;
- To be treated fairly and respectfully by the school administration, teachers, and other staff;
- To access information about the Board's policies and procedures;
- To be notified promptly if your child is disciplined for inappropriate or disruptive behavior and informed of the consequences assigned;
- To appeal disciplinary actions taken;
- To receive pertinent, accurate, and timely information about your child's academic progress, in addition to ways you can help your child succeed in school.

School staff and parents must work together to maximize a student's success at school. We are committed to working with and supporting families and we request parents work with and support us. As a parent you are expected to:

Sign in at the Office

Sign in through the Raptor System when you go to any school and before you go anywhere else on the campus. (You must present your driver's license or official picture identification to be scanned for student safety issues.)

Be Involved

Get to know the people at your child's school by participating in teacher conferences and school-parent activities such as Parent-Teacher Association (PTA)/Parent-Teacher Organization (PTO) meetings and School Advisory Council (SAC) meetings. Be actively involved in the learning process at home and in school, such as volunteering, collaborating with teachers on your child's performance in school, and fostering learning at home by providing your child appropriate assistance and monitoring of homework. Participate in your child's elementary report card conferences, which are scheduled following the first and third quarters of the school year. School Board Policy 2111 Parent/Family Involvement may be accessed on the district website, or you may request a copy at the district office at 215 Manatee Avenue West, in Bradenton.

Provide Information

Each year provide your child's school your current telephone number, home address, work telephone number and emergency contact number. Parents must immediately notify the school of any changes in contact information.

Support School Rules

Understand and support the rules in this District Code of Student Conduct and talk to your child about them.

Support Dress Code

Teach your child to follow the dress code as outlined in this document. Because school is a place to work and learn, dressing neatly and appropriately for school is very important.

Promote Punctuality

Make sure your child arrives at school on time every day. Parents should be aware that if they live within two (2) miles of their child's school, School District transportation will not be provided unless required as a related service for a student with a disability.

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Ensure Your Child's Safety
Ensure your child arrives at school no more than thirty minutes before the start of the school day and leaves campus no more than thirty minutes after the school day or activity unless you have made special arrangements with a teacher, administrator or a before/after school care program. Supervision will not be provided beyond that time. Supervision for students attending school activities outside the regular school day such as clubs, dances, carnivals, practices and games will be provided 30 minutes before and after the activity. Be aware that school nursing services are not available at extracurricular activities or before or after the school day. It is the parents' responsibility to provide any medical needs for their children before or after the school day.

Comply with Safety Rules
Adhere to school developed, on-site traffic plans for vehicles when bringing students to school or picking them up after school. If your children are walkers or bicyclists, encourage them to follow safety rules and use pedestrian-safety features where available.

Notify School of Absences
Contact the school when your child is absent and explain the reason for the absence. It is recommended you call the day of the absence, but parents do have 48 hours to notify the school. In situations specified in the attendance section, written documentation will be required by the school.

Notify School When You Move
Notify the school principal in writing if you move from the last address you have provided the school. You must notify the principal within five days of your move. If you have not moved out of your school's attendance zone, your child may continue at that school and may be entitled to transportation. If you have moved out of your school's attendance zone, in many cases your child may remain in the current school through the rest of the school year, but district transportation will not be provided. If the school discovers you have moved and have not provided notification, your child could be assigned to an alternative school or considered to be "found out of that school's attendance area." This could mean an immediate change of school for your child, and your child could be deemed ineligible for athletics and other activities.

Support School Discipline
Work with school staff members to solve discipline or other problems. You should let the school know if something has happened at home that could affect how your child behaves in school.

Provide Correct Student Pickup Information
Be aware that only people whose names and contact information are listed on the Enrollment Form may pick up a student from school during the school day. The enrolling parent should complete the Health Information Card. Identification must be shown to the office staff when someone signs out a student from school.

Pay Damages
Be prepared to pay for any damage done to School Board property by your child. If payment is not made and the amount is substantial, the principal will refer the matter to the Superintendent.

Reimburse School
Pay for lost or damaged books or other teaching materials. Failure to pay may mean no other

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books or materials will be given to your child, your child will not be able to participate in extra-curricular activities or your child will be required to pay the debt through community service at the school. The principal will make those decisions.

Per School Board policy, if you cannot afford to pay for instructional materials or a fee that your child has incurred at school, you may submit a letter to the Superintendent seeking a waiver. Please consult School Board policy for the information necessary to request such a waiver.

Know School's Delivery Policies
Contact the school before delivering items for your child. Allowing deliveries to students is at the discretion of each individual school.

Comply with Cell Phone Policy
If you need to reach your child in an emergency during the school day, contact the front office. Pursuant to Section 1006.07, Florida Statutes, "s student may not use a wireless communication device during instructional time, except when expressly directed by a teacher solely for educational purposes."

Know CHOICE Options
If you want your child to attend a different school, visit the Office of Student Assignment and follow the CHOICE Student Assignment Plan procedures or call them at (941) 708-4971.

Know Parental Rights
Be aware that when parents are divorced or separated, both parents have full rights to participate in the child's school activities and to know what is happening at school. The non-enrolling parent will not be allowed to remove the child from school without the permission of the enrolling parent. A non-enrolling parent has the right of access to student records and information unless a court order prohibits such access.

Curricula and Instructional Materials
In accordance with 1006.28(2)(a) and 1002.20(19)(b), F.S. and School Board Policy 2520, parents have the right to learn about their minor child's course of study, to include the source of any supplemental instructional materials. Parents may request a copy of instructional materials from their child's teacher or may purchase certain materials with a written request to the school's principal. For parents who are interested in learning more about the types and nature of extracurricular activities and club offerings, please visit your school's website.

Parents or Manatee County residents who object to the purchase of specific instructional materials on the basis of moral, sexual, religious, or other perceived harms may complete a form available on the district website. The form must be submitted to the Curriculum Department within 30 days of the district adoption of the specific materials. Parents who object to specific content based on sexuality may also withdraw their minor child from those portions of the school district's required comprehensive health education instruction, with a written request to the school principal.

Classroom Transfers
An enrolling parent has the right to request his or her child be transferred to another classroom teacher. **Parents must formally submit the request in writing** and the principal or designee shall approve or deny the transfer within 2 weeks after receiving such a request. If a request for

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transfer is denied, the principal or designee must notify the parent and specify the reasons for the denial. This provision does not give parents the right to choose a specific classroom teacher.

Classroom and Bus Removals

Per F.S. 1003.04, the parent of each public K-12 student must cooperate with the authority of the student's district school board, Superintendent, principal, teachers, and school bus drivers, according to F.S. 1003.31 and F.S. 1003.32, to remove the student from the classroom and the school bus and, when appropriate and available, to place the student in an alternative educational setting, if the student is disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive.

Healthcare Services

Per Florida's parental bill of rights, at the beginning of each school year, parents will be notified of all healthcare services offered at their child's school and provided with the opportunity to individually consent to or decline each service. Please visit your child's school website for further information.

PUBLIC NOTICES

The Family Educational Rights and Privacy Act (FERPA), affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

The right to inspect and review the student's education records within 30 days of the day the School receives a request for access. Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

The right to request amendment of the student's education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff); a person serving on the School Board; a person or company with whom the school has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if

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the official needs to review an educational record in order to fulfill his or her professional responsibility. Upon request, the school discloses education records without consent to officials of another school in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with requirements of FERPA. The name and address of the Office that administers FERPA are:

FAMILY POLICY COMPLIANCE OFFICE
U.S. DEPARTMENT OF EDUCATION
400 Maryland Avenue,
SW Washington, DC 20202-8520

Annual Notice: Students with Disabilities

Parents have the right to:

a. Have your child take part in, and receive benefits from, public education programs without discrimination due to his/her disabling condition(s).
b. Receive prior notice with respect to identification, evaluation, or educational programming for your child.
c. Have your child receive a free appropriate education.
d. Have your child receive educational services in facilities which are comparable to those provided to non-handicapped students.
e. Examine your child's educational programming decisions made, based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
f. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
g. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by the district.
h. File a local grievance with the local school district's grievance officer.
i. File a complaint with the Office for Civil Rights (OCR).
j. Take action through Civil Court.
k. Be represented by an attorney or legal counsel.
l. Request an impartial hearing regarding district decisions concerning the identification, evaluation, or educational programming for the students. The parent/guardian and their legal representative will have full opportunity for participation.
    - The hearing request must be made to the Superintendent of the District.
    - The hearing will be held by an impartial hearing officer qualified to hear 504 proceedings.

Notification of Student Social Security Number Collection and Usage

In compliance with Florida Statute 119.071(5), this statement provides notification of the purpose for the collection and usage of student social security numbers by the School District of Manatee County. According to F.S.1008.386, When a student enrolls in a public school in this state, the

district school board shall request that the student provide his or her social security number and shall indicate whether the student identification number assigned to the student is a social security number. However, a student is not required to provide his or her social security number as a condition for enrollment or graduation. A student satisfies this requirement by presenting to school enrollment officials his or her social security card or a copy of the card. The Department of Education shall establish a process for assigning a Florida student identification number to each student in the state, at which time a school district may not use social security numbers as student identification numbers in its management information systems. The Commissioner of Education shall assist school districts with the assignment of student identification numbers to avoid duplication of any student identification number.

Service Animals

Subject to specific guidelines, certification, and authorization by the School District of Manatee County, students with disabilities or other medical issues are permitted to have service animals accompany them during the school day. Service animals are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, alerting people to the presence of potentially deadly food allergens, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Please contact your school administration for initiating the process of using a service animal in any Manatee County school.

Military Transfers

Priority is given to the dependent children of active duty military personnel transferring to the School District of Manatee County. Military transfer priority is granted only at the time of the initial military transfer to the district and does not apply to future county-wide program application periods. By state law, dependent children of active duty military personnel transferring into the district are given first priority for placement at the time of their initial transfer. Students who participated in special programs and extracurricular activities at their transferring schools will be given priority access to the same programs and extracurricular activities when available (Florida Statute 1003.05).

Notification of Availability of School Public Accountability Report

The annual school public accountability report is available online through the Florida Department of Education. Please visit the site and select Manatee County, then the appropriate school.

Video Surveillance on School District Property

In order to maintain a safe environment for students, staff and the public, and to control vandalism and criminal activity on School District property, the District has installed and will utilize video surveillance systems on School District property, including school buses. Any activities recorded on the video cameras may be used for school discipline or for law enforcement purposes. Federal and state law governs disclosure and use of video material, and such material could become part of a student's record. Requests for school videos are exempt under Florida Statute as well as FERPA -34 CFR s. 99.12, unless under a subpoena.

Student Identification

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You must have your student ID on you at all times when you are on a school campus or on any district bus. If your school requires you to wear or otherwise display your student ID, then you must follow all procedures pursuant to that rule. You must also display your student ID and have it scanned, each time you board a district bus.

Pledge of Allegiance

F.S. 1003.44 requires the Pledge of Allegiance be recited at the beginning of each school day. When the national anthem is played or the pledge is recited, students and all civilians shall stand at attention, men removing the headdress, except when such headdress is worn for religious reasons. When the pledge is recited, students shall stand with the right hand over the heart. With a written request by a student's parent or guardian, a student will be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect to the flag by standing at attention. When the Junior Reserve Officer Training Corps (JROTC) Color Guard presents the colors for the national anthem or Pledge of Allegiance at a school or district function, the audience is asked to rise before the procession begins from the back of the room. The audience remains standing after the pledge or anthem and during the entire time the Color Guard walks to the back of the room. The audience remains standing until the Color Guard is dismissed.

Moment of Silence

Per FS 1003.45, the principal of each public school shall require teachers in first-period classrooms in all grades to set aside at least 1 minute, but not more than 2 minutes, daily for a moment of silence, during which students may not interfere with other students' participation. A teacher may not make suggestions as to the nature of any reflection that a student may engage in during the moment of silence. Each first-period classroom teacher shall encourage parents or guardians to discuss the moment of silence with their children and to make suggestions as to the best use of this time.

The Hope Scholarship Program

If you have been subjected to a range of violent incidents on campus, to include battery, harassment, hazing, bullying, kidnapping, physical attack, robbery, sexual offenses, assault, threat, intimidation, or fighting, your parents may choose to withdraw you from your zoned school and enroll you in another public school that has capacity, or to request a scholarship to attend an eligible private school. Requests for scholarships to participating private schools is on a first-come, first-serve basis and is subject to available funding and other restrictions, per F.S. 1002.40.

Entering Areas Intended for the Opposite Sex

Based upon legislative changes in the law, if you enter an area on campus designated for the opposite biological sex and refuse to immediately leave when asked, there may be a criminal penalty for students age 18 and above under F.S. 553.865. In addition, school discipline can be imposed for all students as outlined in the appropriate grade-level matrix for entering areas on campus designated for the opposite biological sex that will also include defiance. Schools will work with students who have privacy concerns for reasonable accommodations for an undesignated bathroom.

PUBLIC NOTICES WITH PARENTAL OPT-OUT PROVISIONS

Directory Information/Photographs/Publications

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FERPA also requires that the School District, with certain exceptions, obtain written parental consent prior to the disclosure of personally identifiable information from a child's education records. However, the School District may disclose appropriately designated "directory information" without written consent, unless the parent has advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the School District to include this type of information from a child's education records in certain school publications. Examples include:

- A playbill, showing a student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks and law enforcement agencies. If parents do not want the School District to disclose directory information from their child's education records without prior written consent, they must notify the District in writing by September 15 of each year or within 30 days of receiving this annual notice. The School District has designated the following information as directory information:

- Student's name
- Electronic mail address
- Photograph or other likeness (with parental consent)
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of athletic team members
- Degrees, honors, and awards received
- The most recent school attended

NOTE: Objecting to the release of directory information may result in your name, photograph and other directory information being excluded from yearbooks, sports programs, and other school publications. Both parents have a right to see the school records of their child unless there is a certified copy of a court order on file at the school that specifically denies the right to access school records. Copies of school records are available for minimal copying charge. If you have any questions about these rights, please contact your school office.

Military Opt-Out Procedures

Under federal law, military recruiters are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students unless you object to such release. **You or your parents must notify your principal in writing if you do not want your name, address and**

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telephone number released to military recruiters without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless you otherwise provide written notification to your principal. A military opt out form is available on the District web site: www.manateeschools.net. You may also request a copy of the form at your school's main office.

Higher Education Opt-Out Procedures

Under federal law, institutions of higher learning are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students, unless you object to such release. You or your parents must notify your principal in writing if you do not want your name, address, and telephone number released to institutions of higher learning without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless you otherwise provide written notification to your principal.

Notification of Rights under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding the District's conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

1. Consent before students are required to submit a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education: a. Political affiliations or beliefs of the student or student's parent; b. Mental or psychological problems of the student or student's family; c. Sexual behavior or attitudes; d. Illegal, anti-social, self-incriminating, or demeaning behavior; e. Critical appraisals of others with whom respondents have close family relationships;

f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers; g. Religious practices, affiliations, or beliefs of the student or parents; or h. Income, other than as required by law to determine program eligibility. 2. Receive notice and an opportunity to opt a student out of: a. Any other protected information survey, regardless of funding; b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; c. Activities involving collection, disclosure, or use of personal information that has been obtained to market or to sell or otherwise distribute the information to others; and d. In accordance with s. 1002.222(1)(a), the right to opt out of any district-level data collection not required by law. 3. Inspect, upon request and before administration or use, the following: a. Protected information surveys of students; b. Instruments used to collect personal information from students for any of the above for marketing, sales, or other distribution purposes; and c. Instructional material used as part of the educational curriculum. These rights transfer from the parents to the student who is 18 years old or an emancipated minor under State law. Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5901

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Code of Conduct Committee Members

We would like to recognize and thank the following members of the School District of Manatee County and our surrounding community for contributing to the development of the 2024-2025 Code of Student Conduct.

Patrick Bartholmew – Director of Safety and Security
Larissa Bennett – School Counselor Coordinator
Dr. Laurie Breslin – Executive Director of Student Support and Family Engagement
Kevin Chapman – Executive Director of Administration
Steven Chronis – District Threat Management Coordinator
Travis Cochran – Assistant Principal, Manatee High School
Ginger Collins – Principal, Southeast High School
Pamela D'Agostino- General Counsel
Michelle Danowski – Assistant Principal, Freedom Elementary School
Ashly Dohme – Assistant Principal, Parrish Community High School
Maria Gil – Assistant Principal, Bashaw Elementary School
Melanie Johnson – Assistant Director of Transportation
Lt. Julio Jordan-Escalona – School Resource Officer
Bill Kelley – Director of Risk Management
Rachel Kendzior – Parent Representative
Ronnie King – Principal, Lincoln Middle School
Dr. Terrance Marshall – Assistant Principal, Electa Lee Middle School
Maribeth Mason – Associate Director, ESE
Colleen Maynard - Assistant Director, Manatee Technical College
Mario Mendoza – Coordinator, Migrant Education
James Mennes – Principal, Mills Elementary
Jennifer Moore – Assistant Principal, Abel Elementary School
Amy Ross Bradl – ESE Teacher, Willis Elementary School
Sharon Scarbrough – Executive Director of Secondary Schools
Dr. Angela Schmitz – Specialist, Neglected and Delinquent
George Schrier- Director of Student Services
Matthew Sevarino – Parent, Southeast High School
Nick Sevarino – Student, Southeast High School
Jacob Sponsel – Assistant Principal, Nolan Middle School

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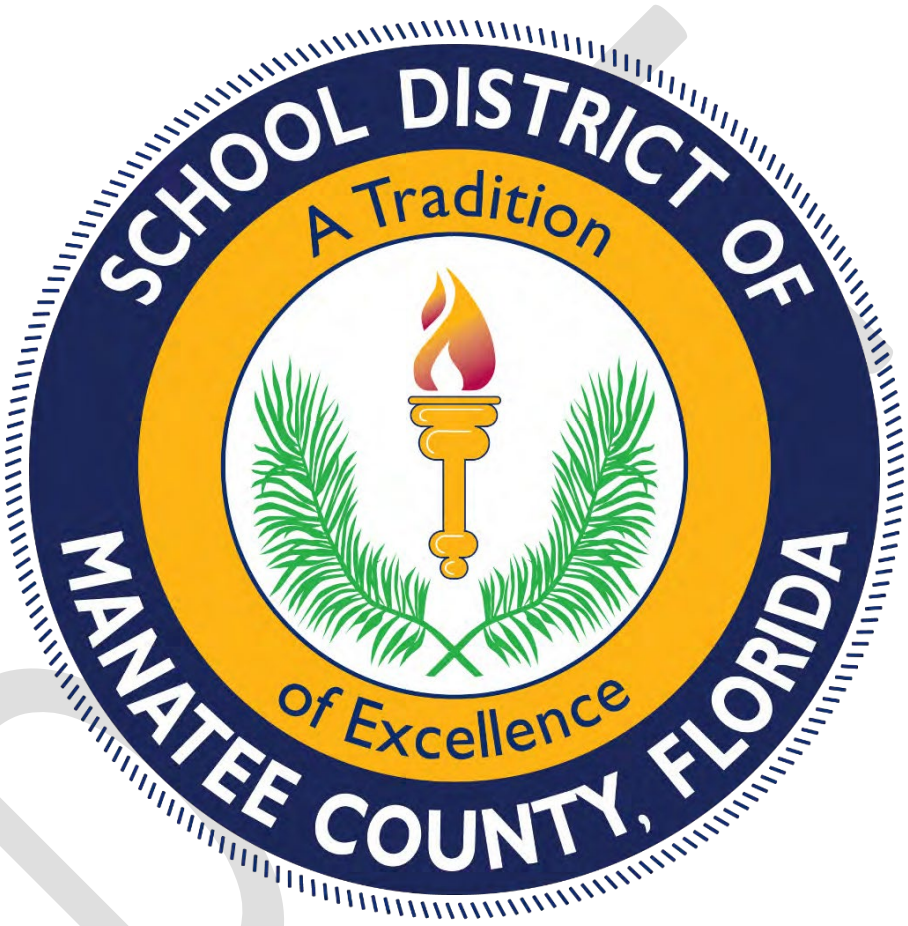
Educating & Developing All Students Today



For Their Success Tomorrow

MANATEE COUNTY SCHOOL DISTRICT

STUDENT CODE OF CONDUCT
2024-2025

MANATEE COUNTY SCHOOL DISTRICT

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THE SCHOOL DISTRICT OF MANATEE COUNTY
CODE OF STUDENT CONDUCT
2023-2024

Dear Students and Parents,

It is a tremendous honor to serve as superintendent of the School District of Manatee County. My favorite part of working in education is witnessing first-hand the learning process taking place in classrooms led by talented teachers who inspire students. I look forward to meeting many of you in our schools as the year progresses.

A primary goal of the district is to provide a safe, caring, and focused learning environment for all students. To achieve this goal, the School Board has approved this comprehensive Code of Student Conduct. I encourage you to read and familiarize yourself with the Code of Student Conduct to make sure you understand what is expected from all students at school and school-related events.

I want to thank the students, school and district administrators, faculty and staff members, School Advisory Council members and representatives of our community for the time they devoted to developing this Code of Conduct. The Code of Student Conduct is reviewed annually for additions or deletions that may be necessary for clarification or required by new legislation. If you have any questions regarding the contents, please contact your school principal.

The information in this District Code of Student Conduct is being provided to all students and parents. Extra copies of this publication are available at school sites, or on the District website at www.manateeschools.net.

Thank you for your faithful support of our schools and district. I wish you all a safe and successful school year.



Sincerely,

Dr. Jason Wysong,
Superintendent

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THE SCHOOL BOARD OF MANATEE COUNTY

BRADENTON, FLORIDA

Members

Chad Choate – Chairman (District 4)

Cindy Spray – Vice Chair - (District 2)

Gina Messenger - (District 1)

Mary Foreman - (District 3)

Richard Tatem – (District 5)

Superintendent of Schools

Dr. Jason Wysong

School Board of Manatee County policies may be viewed online at www.manateeschools.net

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Instructional Staff	3000
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Students	5000
Finances	6000
Property	7000
Operations	8000
Community Relations	9000

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FLORIDA DEPARTMENT OF EDUCATION

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SECTION 1: STUDENT RIGHTS AND RESPONSIBILITIES

SAFE, POSITIVE LEARNING ENVIRONMENT

The purpose of this document is to assist students, parents, and school personnel in establishing and maintaining a safe, nurturing and well-disciplined learning environment for all. To be fully effective, the Code of Student Conduct addresses not only the role of the parents, the students, and the school, but also specifies areas relative to the responsibilities and rights of students and parents; grounds for disciplinary action; and procedures to be followed for acts requiring disciplinary action.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students, as well as the safety and security of our school communities.

Students in the School District of Manatee County are subject to the Code of Student Conduct during the school day and regular school activities, while being transported on school buses or at public expense to and from school or other education facilities. Students are also subject at such time and places that include - but are not necessarily limited to - school sponsored events, field trips, athletic functions, and other activities where appropriate school personnel have jurisdiction over students. In addition, jurisdictional control over students may be extended as per Florida Statute Sections 1006.07, 1006.09, 1006.13, 1006.147, and 1003.31 whenever the conduct of a student is deemed to have a detrimental effect on the health, safety, and welfare of any member of the school community or the learning environment of the school. ~~This section summarizes the basic principles of student rights and responsibilities. As a student, you have a right to an education, regardless of your race, color, creed, national origin, religion, gender, marital status, heritage, disability, or sexual orientation. Some of your basic rights include the right to:~~

- ~~Learn~~
- ~~Agree or Disagree~~
- ~~Petition~~
- ~~Freedom of expression~~
- ~~Publish~~
- ~~Assemble~~
- ~~Privacy~~

It is the intent of the Student Rights and Responsibilities section of this Code that students understand that individual rights involve associated responsibilities and that individual rights must be viewed in relationship to the health, safety, and welfare of the majority of students within each school. In each school, the principal is responsible for the orderly school administration, operation and instructional leadership under the supervision of the Superintendent, in accordance with rules and regulations of the School Board. ~~Your exercise of these rights must conform to the District Code of Student Conduct. While you also have the right to a free and appropriate education, this right shall be applied at the school serving your residential attendance zone, except as authorized by the School Choice Program or otherwise~~

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~~provided by School Board Policy.~~ **The Superintendent is authorized to assign or reassign a student to any program or school as deemed to be in the best interest of the student or School District, pursuant to** F.S. 1006.08**.**

If you are attending a charter school or a school out of your assigned area under the School Choice Program, you may be suspended, expelled or reassigned during the school year as provided in this Code. Your school choice may additionally be revoked for non-attendance, habitual tardiness, or disciplinary issues, upon the recommendation of the principal. The principal's recommendation is subject to review and approval by the District Administrative Appeals Committee.

First Amendment Freedom of Expression

In 1969, The United States Supreme Court ruled that public school students do not leave their constitutional right to freedom of expression at the schoolhouse gate. You have a right to freedom of expression; however, when you exercise that right, you must do so in a responsible manner that does not cause a disruption of the school or a school activity. A principal may impose reasonable time, place and manner restrictions on your exercise of First Amendment freedom of expression rights. If possible, before imposing reasonable time, place and manner restrictions, the principal will consult with the School District General Counsel and will notify the Superintendent (or designee) in such cases. If it is not possible to consult the School District General Counsel beforehand, the principal will do so as soon as possible.

Principal's Authority

The principal of each school is responsible for the administration of the school and the enforcement of the District Code of Student Conduct. The principal has the authority to direct students and staff and can impose any reasonable requirements that are not inconsistent with the District Code of Student Conduct or School Board Policy.

~~**SAFE, POSITIVE LEARNING ENVIRONMENT**~~

~~The purpose of this document is to assist students, parents, and school personnel in establishing and maintaining a safe, nurturing and well-disciplined learning environment for all. To be fully effective, the Code of Student Conduct addresses not only the role of the parents, the students, and the school, but also specifies areas relative to the responsibilities and rights of students and parents; grounds for disciplinary action; and procedures to be followed for acts requiring disciplinary action.~~

~~In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students, as well as the safety and security of our school communities.~~

~~Students in the School District of Manatee County are subject to the Code of Student Conduct during the school day and regular school activities, while being transported on school buses or at public expense to and from school or other education facilities. Students are also subject at such time and places that include – but are not necessarily limited to – school sponsored events, field trips, athletic functions, and other activities where appropriate school personnel have jurisdiction over students. In addition, jurisdictional control over students may be extended as per Florida Statute Sections 1006.07, 1006.09, 1006.13, 1006.147, and 1003.31~~

~~whenever the conduct of a student is deemed to have a detrimental effect on the health, safety, and welfare of any member of the school community or the learning environment of the school.~~

In Loco Parentis

State and federal law recognizes that teachers and school administrators have a need to stand in the place of parents over children entrusted to them at school. This is a concept called *in loco parentis*. While this power is not equal to a parent's power over a child, it permits school personnel to exercise a degree of supervision and control over students that could not be exercised over free adults. This concept is responsible for the fact that school personnel can search without a warrant based on reasonable suspicion and are not held to the higher standard of "probable cause" by which law enforcement is bound. It is also responsible for the fact that school personnel can interrogate a student without providing him or her with Miranda warnings or allowing the student to call a parent or attorney.

Prohibition of Discrimination

No student shall, on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, marital status, age, religion, 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 policies or practices by the School District of Manatee County. Any student who believes he or she has been discriminated against or has been harassed by an employee, student, or other third party, who is subject to control of the School Board, is encouraged to use the appropriate grievance procedures set forth in policy.

Grades and ~~ACADEMIC HONOR CODE~~Academic Honor Code

- ~~I will take responsibility for my own work. I will not cheat, help others cheat, or allow anyone else to do my work for me.~~
- ~~I will not plagiarize. I will use quotations and cite sources when I use someone else's words and ideas.~~
- ~~I will not represent work generated by Artificial Intelligence (AI) as my own or submit such work in a way that is inconsistent with the expectations of my teachers.~~
- ~~I will not forge the signature of others or knowingly falsify any records, information, or results.~~
- ~~I will be honest about my work with teachers, peers, and parent(s)/guardian(s).~~
- ~~I understand I will receive a zero on any assignment, as well as any other appropriate consequence for breaking the Honor Code.~~

Grades

An academic grade should reflect the teacher's most objective assessment of your academic achievement. Academic grades should not be used as a means of maintaining order in a classroom, nor should your behavior be included in calculating academic grades.

1. Your Responsibilities

a. To become informed of the grading criteria.

b. To maintain standards of academic performance commensurate with your ability, and to make every effort to improve your performance upon receipt of notification of unsatisfactory progress.

2. Your Rights

a. To receive a teacher's grading criteria at the beginning of each year or semester course.
b. To receive a reasonable notification of failure or potential failure prior to the end of the grading period with sufficient time, when possible, to take corrective action.

3. Your Parents' Responsibilities

a. To meet with your teachers upon request and assist in helping take corrective action if you are experiencing academic difficulty.
b. To seek advice on before and after school programs that will assist you in succeeding in school.

~~**OTHER STUDENT RESPONSIBILITIES**~~

- ~~To read and become familiar with the Code of Student Conduct;~~
- ~~To attend school daily, prepare for class, and complete class and homework assignments to the best of your ability;~~
- ~~To know and follow school rules and instructions given by the school administration, teachers, and other staff;~~
- ~~To report to school staff any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community;~~
- ~~To bring to school only those materials that are allowed;~~
- ~~To treat everyone in the school community with respect;~~
- ~~To respect school property, community property, and the property of others.~~

Academic Honor Code

- I will take responsibility for my own work. I will not cheat, help others cheat, or allow anyone else to do my work for me.
- I will not plagiarize. I will use quotations and cite sources when I use someone else's words and ideas.
- I will not represent work generated by Artificial Intelligence (AI) as my own or submit such work in a way that is inconsistent with the expectations of my teachers.
- I will not forge the signature of others or knowingly falsify any records, information, or results.
- I will be honest about my work with teachers, peers, and parent(s)/guardian(s).
- I understand I will receive a zero on any assignment, as well as any other appropriate consequence for breaking the Honor Code.

Other Student Responsibilities

- To read and become familiar with the Code of Student Conduct;
- To attend school daily, prepare for class, and complete class and homework assignments to the best of your ability;
- To know and follow school rules and instructions given by the school

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administration, teachers, and other staff;
- To report to school staff any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community;
- To bring to school only those materials that are allowed;
- To treat everyone in the school community with respect;
- To respect school property, community property, and the property of others.

IGNITING POSITIVE SCHOOL CLIMATES

A school's climate can be simply defined as the "quality and character of school life" (National School Climate Council, 2007). This simple definition is underpinned by an array of intentional activities that support integral structures, such as trusting student and adult relationships, teaching and learning, the physical environment, and the safety of all school community members.

At its core, a positive school climate includes:

- positive relationships among and between all stakeholders (students, parents, all school personnel, and community partners);
- engaging, relevant academic and extracurricular activities for all students that meets their social, academic, and developmental needs;
- meaningful family and community engagement;
- training and resources to resolve conflicts peacefully and respectfully;
- support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities;
- clean and well-maintained campuses that support a sense of school pride;
- orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.
-

These tenets of a positive school climate are reflected in several initiatives that are starting throughout the School District of Manatee County under the umbrella of what we call Project Spark.

SPARK
IGNITING POSITIVE SCHOOL CLIMATES

Project Spark combines prevention and early intervention through our Multi-Tiered Systems of Support (MTSS), and a focus on building environments for optimal engagement; cultivating skills that build resiliency; and supporting safe and welcoming learning communities. Through these efforts and other Tier One initiatives, Project Spark aims to build a more positive school experience and increase engagement for all students.

Multi-Tiered Systems of Support (MTSS)

MTSS refers to the instructional strategies, interventions, supports and resources that are used to help all students achieve academically and behaviorally. MTSS serves as the framework for organizing supports within a school and district so that the needs of the whole child are met. An effective system blends ~~culturally responsive~~ academic and behavior supports to create effective environments that address a range of student needs.

A three-tiered instruction and intervention framework is used to organize resources and supports to ensure student learning and educational success. The level of supports provided at each tier will match the needs of each student. Tier I~~One~~ is universal instruction and supports that is intended for all students. Tier II~~Two~~ consists of targeted and supplemental supports, designed for the estimated 20% of students who require more than universal instruction and support. Tier III~~Three~~ is the most intensive level and is intended for the 5-10% of students who may need more individualized support, in addition to their Tier I~~One~~ and II~~Two~~ interventions.

MTSS is a proactive approach that has the following key elements:

- Leadership
- Building Capacity/Infrastructure for Implementation
- Communication and Collaboration
- Data-Based Problem Solving
- Three-Tiered Instructional/Intervention Model
- Data Evaluation

For more information on our MTSS, please visit the School District of Manatee County's website.

Building Environments for Optimal Engagement

Whether due to unclear expectations or learning goals, the impact of stress or trauma, or poor relationships with adults and peers, the optimal engagement of our students with their learning environment is challenged by numerous factors. To help address these barriers to student engagement, the SDMC actively promotes several initiatives.

CHAMPs is an evidence-based system of classroom management supported by over 30 years of research. Teachers use the CHAMPs model to clarify expectations for learning activities and transitions that occur throughout a class or school. The CHAMPS acronym stands for:

- **C**onversation: Can students talk to each other during this activity? At what level?
- **H**elp: How do students get the teacher's attention and their questions answered?
- **A**ctivity: What is the task/objective? What is the end product?
- **M**ovement: Can students move about during this activity?
- **P**articipation: How do students show they are fully participating? What does work behavior look/sound like?

~~All district schools have at least one trained CHAMPs coach who is tasked to work with teachers for implementing CHAMPs in the classroom. CHAMPs coaches also work with school administrators to establish and solidify school-wide expectations.~~

To assist teachers and other school staff in better understanding developmentally appropriate teaching and learning, the SDMC has begun initial training using The Neurosequential Model in Education (NME). This training offers a way to educate school staff about brain development, developmental trauma, and how to apply that knowledge to support all students in and out of the classroom, especially those impacted by adverse childhood experiences.

The SDMC has also dedicated extensive time and resources in providing Youth Mental Health First Aid (YMHFA) training to most of our staff across all schools and support sites. YMHFA allows our staff to better understand and recognize the unique risk factors and warning signs of mental health problems in adolescents, including anxiety, depression, psychosis, eating disorders, substance use disorder, ADHD and other disruptive behavior disorders. YMHFA emphasizes the importance of early intervention and teaches our staff how to help an adolescent who is in crisis or experiencing a mental health challenge.

Quality relationships are perhaps the key element in building a positive school climate and are also critical for optimal student engagement. Our schools offer a wide range of activities and interests for our students to form social bonds and explore their personal interests with like-minded peers. In the classroom setting, relationships between students and adults can be strengthened through the use of practices such as community-building circles. Circles can be used proactively to help build trust, positive feelings, and a sense of belonging within the classroom community. Circles can also be used to discuss classroom expectations, problem-solve common issues, mentally prime students for learning, and create a culture of communication and empathy. With a strong sense of community, circles can also be used to restore relationships that may have been harmed. The SDMC has invested training and resources to bring the concept of circles to our schools. It represents an easy and effective way to foster better relationships and build the foundation for a more positive school climate.

Cultivate Skills that Build Resiliency

To ensure positive mental health for all students, the SDMC ensures all students have the necessary skills and resources to see them through life's successes and challenges. The new FL Resiliency Standards, centered around Character, Personal Responsibility, Mentoring and Citizenship, Critical Thinking and Problem Solving provide the foundation for schools to support and strengthen the characteristics that build the capacity for our students to thrive in the face of life's challenges.

The new Florida Resiliency Standards were implemented for the first time during the 2023-2024 school year. The standards help us connect several existing universal curricular efforts to include substance use education, health education, character education, and mental health education.

Supporting Safe and Welcoming Learning Communities

Along with elements such as our MTSS, community-building circles, and our district code of conduct, the SDMC undertakes several initiatives to help ensure a safe and welcoming environment for all students.

Several of our district schools partner with the Sandy Hook Promise Foundation and operate a SAVE (Students Against Violence Everywhere) Promise Club. SAVE promise clubs are led by a faculty sponsor and empower student leaders to develop and organize activities designed to create safe and welcoming environments for all students. SAVE Promise Clubs are supported by district staff who seek to increase the number of schools that operate these student leadership clubs. If you are interested in joining or starting a club on your campus, please contact your school's administration.

When threats of harm are made against the school or any member of our school community,

each district school has a specially trained threat management team to assist in mitigating the threat of potential harm. The members of the threat management team are charged with investigating any threat of harm or concerning student behavior. They also develop appropriate safety plans to help ensure the threat cannot be carried out and that supports are provided to the students involved. Each school's threat management team includes school administrators, discipline personnel, counselors, and other staff, as well as local law enforcement. The SDMC, local law enforcement, and local community mental health providers work together to ensure our policies and procedures are in compliance with all legal requirements and that our schools provide the highest level of safety for all members of their community.

If you become aware of an explicit or implied threat of harm to a school or any member of our school community, please report the concern immediately. In nearly all mass casualty acts of violence in our schools, the perpetrator(s) announce their plans in advance through a phenomenon known as "leakage". Whether on social media or through face-to-face communication, too often these warning signs of impending violence are dismissed or go unreported. The state of Florida has established a reporting system called FortifyFL, which can be downloaded as an app for mobile devices and computers. FortifyFL is designed for suspicious behavior and serious threats that have been made against our schools and school community members. In addition to FortifyFL, the SDMC operates an anonymous reporting system for all acts of bullying, harassment, or other dangerous or unwelcome behaviors that target our students. Each district school has a link on the front page of their website for reporting and there is also a link found on our district website. Together, these reporting systems are designed to help ensure that all concerning or suspicious behavior can be immediately reported and investigated.

SCHOOL DRESS CODE

The dress and grooming of District students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix.

Pursuant to F.S. 1006.07, wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the learning environment will have the following specific consequences. In addition to these consequences, the violation shall be corrected before the student is allowed back in the regular school environment:

a. For a first offense, a student shall be given a verbal warning and the school principal (or designee) shall call the student's parent or guardian.

b. For a second offense, the student may be ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal (or designee) shall meet with the student's parent or guardian.

c. For a third offense, the student will have lunch detention in a supervised area, not the cafeteria.

d. For a fourth offense, the student may be ineligible to participate in any extracurricular activity for a period not to exceed 30 days.

e. For a Fifth and subsequent offense, a student may receive an In-School Suspension pursuant to F.S. 1003.01(5) for a period not to exceed one (1) day and may be subject to any of the interventions listed above.

Requirements for student dress in all schools are listed below:

a. All shirts and blouses must cover the midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders.

b. Shorts, skirts, divided skirts, dresses, and culottes are allowed. They must be mid-thigh length or longer.

c. All trousers, pants, or shorts must completely cover undergarments, including boxer shorts.

d. All clothing, jewelry, or tattoos shall be free of the following: profanity; violent images, wording or suggestion; sexually suggestive phrases or images; gang-related symbols; alcohol, tobacco, drugs, or advertisements for such products.

e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

Further Clarification/other requirements:

a. Form-fitting leotard/spandex type clothing is not allowed unless proper outer garments cover to mid-thigh length or longer.

b. See-through or mesh fabric clothing may only be worn over clothing meeting requirements.

c. Clothing must be appropriate in size, with the waist of the garment worn at the student's waist.

d. Clothing and footwear traditionally designed as undergarments or sleepwear shall not be worn as outer garments.

e. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are exceptions.

f. Bandanas or sweatbands are not allowed to be visible on school grounds during regular school hours.

g. Hats or other head coverings may be worn during outside P.E. activities and may not be worn during any portion of the regular school day without the expressed permission of the principal.

h. If the school has a mandatory school uniform policy, the student must adhere to those requirements.

SCHOOL UNIFORMS POLICY

Manatee County elementary or secondary schools may implement a mandatory uniform policy, governing students enrolled at the school only if all conditions set forth in the following procedures are met:

Initiation

a. A favorable vote of at least 67 percent or more by the School Advisory Council (SAC) must occur to support mandatory use of uniforms for students.

b. The school or SAC conducts a survey of parents of all students in that school and at least 51 percent of the families completing the survey must indicate that they are in favor of establishing such a program. Ballots must be received from a majority of eligible families. Parents are to be surveyed every three years at any school implementing a

uniform program.

c. The school must establish a uniform committee that adequately represents all segments of the school community. The uniform committee must follow guidelines promulgated by the Superintendent for selection of uniforms.
d. The school-selected uniforms must comply in all respects with the other provisions of the district rules concerning appropriate attire.
e. The uniforms selected may not be characterized as gender-specific (both boys and girls may wear slacks).
f. The school must make provisions for those students who, by reason of financial hardship, cannot comply with the uniform and must notify the students' parents of these provisions.

Communication

Each school implementing a uniform policy must communicate to parents the following:

1. types and colors of uniform;
2. requirements for jackets or outer garments;
3. optional articles of attire, if any;
4. compliance measures to be employed;
5. the availability of financial support and the procedures for applying for assistance;
6. methods to facilitate recycling of uniforms within the school community; and
7. notice of uniform sales and lists of competitive prices from vendors of uniform articles.

The means by which this information is communicated shall include one or more of the following: school newsletters, parent forums, telephone hotline, PTA/PTO meetings and newsletters, school advisory council meetings, television, radio, newspaper announcements, posters displayed at school and in the community, and registration materials.

Compliance Measures

a. Each school shall develop incentives and positive reinforcement measures to encourage full compliance with the uniform policy. Each school should strive to achieve full compliance through use of incentives and positive reinforcement measures and should resort to disciplinary action only when positive measures fail to ensure compliance. In addition, schools shall communicate with parents so that expectations, rationale and benefits are fully understood by the student and the family.

b. If necessary, disciplinary action may be taken to encourage compliance with the policy. Since the intent of the policy is not to inhibit or prohibit any student who is not in uniform from receiving the education to which he or she is entitled, no student shall be suspended from class or from school, expelled from school, or receive a lowered academic grade as a result of not complying with the policy.

c. Prior to initiating any disciplinary action against a student not complying with the policy, a school administrator shall hold a conference with the parent or guardian to solicit cooperation and support.

d. Disciplinary action is initiated only after all other means to secure support and cooperation as mentioned above have not succeeded. A "progressive discipline" approach is to be employed by the school support staff so as to encourage full and consistent compliance with the least amount of disciplinary action.

e. In order to ensure a smooth transition to a uniform policy, and in order to ensure that incentives and positive reinforcement measures are employed before resorting to disciplinary action, no school implementing a uniform policy shall take disciplinary action for the first two months of implementation unless those not in compliance materially or substantially interfere with the requirements of appropriate discipline.

f. Exceptions to wearing the uniform are permitted when:

1. Uniforms of a nationally recognized youth organization such as JROTC, Civil Air Patrol, or the Boy Scouts or Girl Scouts are worn on regular meeting days.
2. A student wears a button, arm band, or other accoutrement to exercise the right to freedom of speech as guaranteed by the First Amendment, unless the button, arm band, or other accouterment signifies or is related to gangs, gang membership or gang activity.
3. The wearing of a school uniform violates a student's sincerely held religious belief.
4. A student's parent or guardian has secured an exemption from the uniform policy by following the procedures set forth below.

g. Parents or guardians are permitted to exempt their children from the uniform program by the following procedure:

1. Parents should be notified of the exemption procedure.
2. A request is made by mail or in person by the parent or guardian for an Application for Exemption from the Uniform Program ("Application"). The parent or guardian may obtain an Application at the student's school site.
3. The Application is completed in full and submitted to the school principal.
4. The school principal or other designated administrator meets with the parents to discuss the uniform policy and the nature of the objections to the policy. The purposes of this meeting include: (a) ensuring that the parents or guardians understand the reasons for, and goals of the uniform policy; (b) verifying the accuracy of the information on the Application; and (c) preventing fraud or misrepresentation.

ATHLETIC ELIGIBILITY

If you are in grades 6-12, you may be eligible to participate on athletic teams in interscholastic athletic contests as a representative of a school, provided you are a bona fide student of that school and meet the following requirements:

High School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students,

home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.

2. A student not currently suspended from interscholastic or intrascholastic extracurricular activities, or suspended or expelled from school, pursuant to a district school board's suspension or expulsion powers provided in law, including Florida Statute Sections 1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and intrascholastic extracurricular activities.
3. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in F.S. 1006.15(3)(h).
4. A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation, pursuant to F.S. 1006.20 (2)(b).
5. Any violation of school discipline policies or the District Code of Student Conduct may be considered for exclusion as eligibility standards to participate in extracurricular interscholastic or intrascholastic activities.
6. A student must have a cumulative 2.0 grade point average on a 4.0 unweighted scale, or its equivalent, at the conclusion of each semester to be academically eligible during the next

   semester (F.S. 1006.15(3)(a)1). Academic eligibility or ineligibility is determined on a semester basis. A student who is academically eligible at the beginning of a semester will continue to be academically eligible for that entire semester. Likewise, a student who is academically ineligible at the beginning of a semester will continue to be academically ineligible for that entire semester, except as provided in Bylaw 9.4.5.1.2.

Middle School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.
2. Must carry a normal class load, maintain satisfactory classroom work (minimum 2.0 grade point average on previous quarter's report card) and maintain a satisfactory conduct record (no 4's in Citizenship on the previous quarter's report card). Sixth grade students are exempt for soccer only.
3. Must be less than 15 years 9 months of age. On the day a student reaches this age, regardless of when that day is, the student becomes ineligible to participate on the middle school level.
4. Must obtain signed permission from his/her parents or guardian on a form provided by the school.

5. Must have a school physical on file with the school.
6. Must be an amateur. This means that the student must not accept money, gift or donation for participating in a sport, or use a name other than his/her own when participating.
7. Must display good sportsmanship and follow the rules of competition before, during, and after every contest in which the student participates. If not, the student may be barred from participation for a period of time.
8. Must not provide false information to gain eligibility.
9. All non-traditional student eligibility will be determined on a semester-by-semester basis.
10. A student may not participate if serving an out of school suspension the day of competition.
11. A student must attend a minimum of one-half of a day of school to practice or participate in an athletic contest.
12. All participants must have appropriate paperwork (physical form and parent consent form) on file in the athletic director's office before the beginning of the All-Star Tournament.
13. A student transferring into a school must meet eligibility requirements. The student cannot take the spot of an existing team player on the roster.

Athletic Student Transfer Eligibility

A student who transfers is immediately eligible, as long as all other eligibility requirements are met. Students may not participate in the same sport in the same year at more than one school, unless one of the following exceptions are met:

1. Children of active-duty military whose move resulted from military orders.
2. Children relocated due to foster care placement or McKinney Vento Act.
3. Children who move due to a court-ordered change in custody due to separation, or serious illness or death of custodial parent.
4. Good cause policy in district or charter (district placement).

Per F.S. 1006.15, the School District of Manatee County has defined just cause for immediate eligibility as:

a) Special Assignment by Superintendent, or Office of Student Assignment.
b) Move to a new residence following the marriage of the student. The student immediately establishes a new residence that makes it necessary to attend a different school.
c) Reassignment by District School Board or Charter School Board.
d) Transfer of school within the first twenty days of a semester in acceptance of a seat (first opportunity to enroll) into a previously applied for magnet program.
e) Any other athletic eligibility appeal ruled upon by the Athletics Review Committee to intervene and make a decision on a case brought before the board by the Supervisor of Athletics. All decisions will be given within 10 school days from the date of the appeal.

Attendance

A student must be in attendance a minimum of one-half day on the day of competition or the day prior if the contest falls on a non-school day, unless documented (doctor's note, field trip, subpoena, etc.), to practice or participate in a contest on that day unless approved by the pPrincipal or designee.

HOMELESS STUDENT RIGHTS UNDER THE MCKINNEY-VENTO ACT

Under the McKinney-Vento Act, homeless students have the right to attend school, regardless of the location where they live or the length of time at that location. The student is to be enrolled immediately, regardless of whether the appropriate records required for enrollment are presented. The school will refer the parent/guardian to Project Heart, which will help in obtaining the required records. Students eligible under the McKinney-Vento Act have the right to continue in the same school they attended before their housing situation changed, or the school last attended, as well as receive assistance with transportation to that school of origin. Furthermore, the students are allowed to attend the school of origin for the rest of the school year, even if they obtain permanent housing during the school year.

If a student who is eligible under the McKinney-Vento Act is sent to a school other than the school of origin, a reason must be provided in writing, along with the process for appealing such a decision. The student may remain in the school of origin during the appeal. If it is proven the student was not eligible for McKinney-Vento Act rights and services, but the parent/guardian accepted goods, services or special rights, including free school lunches, school fraud rules will apply. The parent/guardian will be notified in writing and provided the process for disputing the charges of fraud.

SECTION 2: STUDENT ATTENDANCE

Florida Law (Section 1003.21, Florida Statutes) states that all children who are either six years of age, who will be six years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term. A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date of which the student attains that age if he/she files a formal declaration of intent to terminate school enrollment with the school district. ~~Florida Compulsory School Law (F.S. 1003.21) states all children who are either six years of age (or who will be six years old by February 1 of any school year), but who have not attained the age of 18 must attend school regularly during the entire school term.~~

Florida law defines "habitual truant" as a student who has 15 or more unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent or guardian, and who is subject to compulsory school attendance.

As a students enrolled in the School District of Manatee County you are required to abide by the following:

~~a.~~ ~~4 1#~~You are~~You are~~ expected to be on time and in school for the entire student day, each school day. ~~#~~

~~b.~~ 2. On the day of your absence, a parent or guardian should call the school to explain the absence. The absence will be excused if it meets the criteria outlined below. The parent or guardian must contact the school within 48 hours of the absence or appropriate documentation is required within 5 days. If this contact is not made, the absence will be recorded as unexcused.

~~c.~~ 3. If you are continually sick and repeatedly absent from school, you must be under the supervision of a physician in order to be excused from attendance. Excessive absences will lead to a parent

conference, referral to the District's Child Study Team, referral for social work services, referral to Truancy Court, and the involvement of the State Attorney. Parents who fail or refuse to cooperate with the school in the matter of regular school attendance for their child may be prosecuted for truancy by the State Attorney's Office.

FREQUENTLY ASKED QUESTIONS:

Q: What is an excused absence?

A: An absence can be excused for the following reasons:

a. You are ill or injured.
b. Major illness in your immediate family (this means parents, brothers, sisters, Grandparents, or others living in the home or who are close relatives).
c. Death in your immediate family
d. Religious instruction in your faith - requires note from your parent before the absence.
e. Subpoena or forced absence by any law enforcement agency. A copy of the subpoena or summons must be given to the principal or designee. This includes detention at a juvenile center in which you continue your education.
f. A major disaster as decided by the administration.
g. Any absences, including those for field trips, participation in another academic class or program, or other parental requests as judged appropriate by the principal, provided the request is submitted to the principal forty-eight (48) hours in advance of the absence. A principal may waive the requirement for advance notice if extenuating circumstances exist.
h. A documented appointment with a doctor, dentist, or other medical or legal professional.
i. An occurrence of head lice, with a maximum of two excused days.

Q: How many excused absences can I have?

A: You are allowed nine excused absences. Your parent may excuse nine absences per year. When you have reached your limit, official documentation is then required for every additional absence.

Q: What if I have used all of my excused absences and a family emergency occurs?

A: You must provide appropriate documentation to the school principal or designee for approval. These will be recorded as excused absences.

Q: How can I make up work when I am absent?

A: After an excused absence, you must arrange with your teacher for any make-up work. You have the same number of days you were absent to make up your work. This rule does not apply to some long-term assignments. (A long-term assignment is when a student has 10 or more days to complete the work.) These long-term assignments will be due on the specified date unless excused in writing by the teacher or principal. It is your responsibility to make these arrangements and to submit the make-up work within the deadlines set by the teacher(s). You do not have the right to make up work if your absence was unexcused.

Q. I am going to be absent for semester exams. May I take my exams early?

A: Semester exams may not be given early. You may take your semester exams upon your

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return to school.

Q: What is an unexcused absence?

A: Anything that does not meet the criteria of an excused absence is considered unexcused. (Please refer to Excused Absences Section.)

Q: How many unexcused absences can I have?

A. In Manatee County, state law requires the regular attendance of children between the ages of 6 and 18 and makes parents and legal guardians legally responsible for seeing that their children attend school. Family vacations during scheduled school time are considered unexcused absences. If you have accumulated a total of 5 unexcused absences in one month or 10 unexcused/unexplained absences in a 90-day period, your child's school will send a letter to the address listed on school records, in an attempt to ensure parent(s)/guardian(s) are aware of any developing attendance issues. Fifteen unexcused absences in a 90-day period may result in a referral for truancy court action. The District Truancy Department will send a 3-Day Demand Notice by U.S. Mail to the address listed on school records in the event of excessive consecutive unexcused/unexplained absences.

Q: What happens if I am late for school?

A: If you arrive at school late for any reason, you must report to the office and receive a tardy admit slip. The tardy will be deemed as excused or unexcused. You are expected to be in school at the start of the school day, every day.

Q: What is an excused tardy?

A: An excused tardy is when you are late for school due to sickness, injury, death in your family, medical or dental appointments with a note from the physician, school sponsored activities, court date, or other reason approved by the school principal. For elementary students, parents must accompany the student to the office when they are tardy.

Q: What is an unexcused tardy?

A: An unexcused tardy is when you are late to school due to, but not limited to, oversleeping, missing the school bus, shopping trips, pleasure trips, or excessive tardiness due to illness without a physician's verification that the medical condition justifies your tardiness. If an elementary student arrives late and comes into the office unaccompanied by an adult, he or she will receive an unexcused tardy.

Q: May I leave school early in the school day?

A: You are expected to be in school for the full day. However, if you must leave school early, you must go to the office and receive permission for early release. Parents of elementary and middle school students must report to the office to pick up their child. High school students aged 16 or older may sign themselves out early with parent permission, following the school sign-out procedures. You cannot leave your school campus for lunch or other unexcused personal reasons at any point during the school day.

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Q: What are excused reasons for leaving school early?

A: Excused reasons for early dismissal follow the same guidelines as excused absences. They include: illness or injury, major illness or death in your immediate family, subpoena or forced absence by a law enforcement agency, a major disaster, a documented appointment with a doctor or dentist, discovery of head lice, participation in another academic class or program, or other parental requests as judged appropriate by the principal.

Q: What happens if I leave school early for unexcused reasons?

A: Numerous early dismissals are unacceptable and unfair to the other students whose instruction is interrupted each time a student leaves early. Individual schools may develop school-based consequences for unexcused early dismissal students.

Q: How does my school attendance affect my privilege to drive?

A: You will lose your driver's license, or privilege of applying for any driver's license, if you are not enrolled in or do not attend school regularly.

NOTE: Students who are withdrawn as dropouts or who have accumulated 15 unexcused absences in 90 calendar days will lose the privilege to apply for or hold a Florida Driver's License. Students who have lost the privilege must subsequently accumulate 30 consecutive SCHOOL days with no unexcused absences in order to receive a Reinstatement of Driving Privilege form. If you need further information regarding this issue, please contact the District Truancy Office at 751-6550, extension 43091.

Q. Does my attendance affect my participation in athletics or extracurricular activities?

A. If you are not present for more than half of the school day on the day of an event, due to any undocumented absence, you may not participate in the athletic or extracurricular event. If you are suspended from school, you may not participate in any school-related function.

SECTION 3 SCHOOL HEALTH

MEDICATION POLICY

Taking legal medications (prescription drugs prescribed for you or over-the-counter drugs) at school, on a school bus, at any school activity, or on any field trip must strictly comply with this Medication Policy. This policy requires the following:

a. You should make every effort to administer medications at home during non-school hours.

b. All medications (including over-the-counter medications, vitamins and supplements) must be prescribed by a licensed physician and must be retained in the school clinic, except as described in 1002.20, Florida Statutes.

c. For each medication to be administered, your parent/guardian must provide the principal or clinic staff with a written statement giving the principal or the principal's

designee permission to assist in the administration of the medication. The written statement must explain the reason it is necessary for the medication to be provided during the school day.

d. The written statement shall be on a Medication Authorization Form which can be obtained from the school's office and must be signed by both a physician and a parent or guardian before medications can be administered at school.

e. You may not transport medications to school or be in possession of any medications while on school property, except as described in 1002.20, Florida Statutes..

f. An authorized adult must bring the medication to be administered to the school's office and deliver it along with a completed Medical Authorization Form, except as described in 1002.20, Florida Statutes..

g. Possessing medications prescribed to others is illegal and considered a Level 3 offense.

h. Students with any of the following medical conditions may carry and self-administer the medications or supplies listed below to attend to their conditions while at, or in transit to or from, school or school-sponsored activities, if the school has been provided written parental and physician authorization in advance:

Student's Medical Condition:	Student May Carry and Self-Administer:
Life-threatening Allergies or Asthma	An epinephrine auto-injector
Asthma	A metered dose inhaler
Pancreatic Insufficiency	A prescribed pancreatic enzyme supplement
Diabetes	Diabetic supplies, equipment, and specific food items identified in the written authorization along with a description of the activities the student is capable of performing without assistance, such as blood-glucose level checks, urine ketone testing, administering insulin, and treating hypo-or hyperglycemia.

Pursuant to Florida Statute 1002.20 – A student may possess and use a medication to relieve headaches while on school property or at a school-sponsored event or activity without a physician's note or prescription if the medication is regulated by the United States Food and Drug Administration for over-the-counter use to treat headaches.

In order for your child to carry and administer his/her own over-the-counter medication to relieve headaches, a Self-Carry Headache Medication form must be fully complete and on file in the school clinic. This form can be found on the SDMC website.

Suspected Overdose

District schools may maintain an on-site supply of the opioid antagonist Naloxone, following guidelines established in Board Policy 5780 and F.S. 499.003. Naloxone is a medication that is used to reverse an opioid overdose. If any student or staff are suspected of having an opioid-related overdose, Naloxone will be administered by a trained nurse as a life-saving measure.

CONTROLLING THE SPREAD OF COMMUNICABLE DISEASES

The School Board recognizes its responsibility relative to student, employee, and visitor health and safety. In order to protect the health and safety of the students, District personnel, and the community at large, the Board shall follow all State statutes and Health Department regulations which pertain to immunization under Policy 5320, and other means for controlling communicable disease spread through normal interaction in the school setting as set forth in Policy 8450.

SECTION 4: STUDENT DISCIPLINE

The School District of Manatee County recognizes that a safe, orderly, and supportive learning environment is the result of caring relationships and quality instruction. It is the responsibility of the district to help foster such environments by implementing clear, appropriate, fair, and consistent expectations and consequences for all schools and classroom teachers to construct and carry out their behavior support plans. For these plans to be optimally effective, schools and classrooms must in turn, have the latitude to work within established guidelines to create positive behavioral intervention systems which support the unique needs of their students, families, and communities. Our philosophy of discipline in the School District of Manatee County is rooted in the development of positive relationships with our students and families. We believe that students should have a chance to learn from their mistakes and the opportunity to restore any damaged relationships with peers and adults. Our discipline practices encompass preventative and early intervention measures that seek to strengthen relationships and build positive communities, so that misbehavior is less likely to occur or continue.

MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES

Acts that require specific consequences include the following:

- Possession or Use of Illegal Drugs or Alcoholic Beverages
- Possession or Use of Tobacco Products
- Bullying or Harassment
- Dating Violence and Abuse
- Threats Against Schools
- Chemical or Biological Attacks or Threats
- Possession of Guns, Weapons, or Dangerous Objects
- Gang Activity
- Violent Acts Resulting in Serious Injury

- Making False Accusations or Reports

Drugs and Alcoholic Beverages

Use of a drug authorized by a medical prescription from a registered physician for a specific student shall not be considered a violation of this rule. However, all procedures found in the School District of Manatee County's medication policy must be followed.

You shall not knowingly possess, use, transmit or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, any other controlled or synthetic substance defined in F.S. 893.03, or substitute for such, hemp, Cannabidiol (CBD), alcoholic beverage (including powdered alcohol), inhalant or intoxicant, or over the counter drugs of any kind. This applies to you on the school grounds before, during, or after school hours, or off the school grounds on a school bus, bus stop, at a school activity, function, or event. Also, you shall not possess, have under your control, sell or deliver any device, or contrivance, instrument or paraphernalia containing the substance or substances described in this paragraph, or any residue of such substance, or devices intended for use or used in injecting, inhaling/huffing, smoking, administering, or using any of the foregoing prescribed drugs, narcotics or stimulants.

Possession, Use, Under the Influence

For substances that are not considered over-the-counter, the first offense for possession, use, or under the influence will result in up to a ten (10) day suspension. The principal or designee may offer to reduce your suspension to 5 days providing you and a parent or guardian attend and complete the district's SAFE (Substance Abuse and Family Education) Program. For a second offense of possession, use, or under the influence, you will be automatically suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement may be made to the Superintendent or designee.

Selling, Purchasing, Providing, Distributing, & Receiving

If you buy, sell, trade, provide, negotiate, receive, or engage in any drug or alcohol-related transaction at school, at a school activity, at a school bus stop or on a school bus - even if the sale or purchase does not actually take place - you will be suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement will be made to the Superintendent or designee. Providing or receiving Over The Counter drugs to other students may be considered a Level 2 infraction for endangerment, while providing others with medication prescribed to you (or others) may be considered a Level 4 offense that is subject to a suspension of up to 10 days.

Fake Drugs

If you are caught possessing or distributing a substance that is represented to be an illegal drug you may be suspended for up to 10 days or recommended for a disciplinary reassignment to another school or program.

Possession or Use of Tobacco

Possession or use of tobacco by minors is illegal. If you are caught smoking or in possession of tobacco, the School Resource Officer or other law enforcement officer may give you a written citation. In addition to possible fines, if you are caught using or possessing any form of tobacco, including electronic cigarettes at school, at any school-sponsored activity, at a school bus stop or on the school

bus, you will receive a disciplinary consequence. Tobacco or nicotine products include cigars, cigarettes, dip, snuff, dissolvable tobacco products (e.g. gum, mints, or dissolvable strips) and electronic smoking devices. **Additionally, any electronic smoking device is subject to field-testing for illicit substances and may be <u>permanently</u> confiscated.**

Drug and Alcohol Offenses			
Over the Counter Drugs and Medications			
	1st Offense	**2nd Offense**	**Subsequent Offenses**
Possession	Level 1	Level 2	Level 3
Misuse	Level 2	Level 3	Level 4
Providing or Receiving	Level 2	Level 3	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Prescription Drugs (prescribed to the student)			
Possession	Level 2	Level 3†	Level 4
Misuse	Level 3†	Level 4	Level 4
Providing or Receiving	Level 4	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Illegal and Illicit Drugs			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Alcohol			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*

*** Student is automatically suspended for up to 10 days and reassigned to an alternative program**

† Student is offered the SAFE program to assist with any substance use issue.

Bullying and Harassment

Conduct that constitutes bullying or harassment, as defined below, is prohibited.

Bullying is the mistreatment of an individual or group characterized by a willful intent to cause harm and a perceived advantage in power. These acts can be socially, emotionally, or physically damaging in nature, to include, but not limited to: teasing, name calling, rumor

spreading, exclusion, intimidation, threats, damaging personal property, stealing, public or private humiliation, stalking, pushing, shoving, or other physical attacks, and sexual, religious, or racial/ethnic harassment. Harassment involves any threatening, insulting, or dehumanizing act or gesture, which places an individual in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with an individual's educational performance, opportunities, or benefits; or has the effect of substantially disrupting the orderly operation of a school or activity.

Both bullying and harassment are prohibited at school, during school-related activities (whether on or off campus), on the school bus, at school bus stops, and through the use of computers or other electronic devices, which is known as cyberbullying. Cyberbullying and harassment are also prohibited through off-campus Internet posting, phone calls, or text messaging - if such behavior disrupts the orderly environment of any district school or activity or interferes with the educational opportunities of others.

If you engage in bullying or harassment, the consequences and appropriate remedial action may range from positive behavioral interventions up to and including suspension, reassignment to an alternative program, and expulsion. More severe or persistent infractions will result in more intensive interventions and administrative actions. Additionally, the appropriate school administrator or designee will report to the victim's parents any incident of bullying or harassment once an investigation of an incident has been initiated. Bullying should be reported to the appropriate school administrator or through the School District of Manatee County's anonymous reporting system.

Hazing

Hazing is defined by F.S. 1006.135 as any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. Hazing includes, but is not limited to:

(a) pressuring, coercing, or forcing a student to:
1. Violate state or federal law
2. Consume any food, liquor, drug, or other substance; or
3. Participate in physical activity that could adversely affect the health or safety of the student.

(b) any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

Dating Violence or Abuse

Conduct that constitutes dating violence and abuse as defined below is prohibited. Dating violence is a pattern of verbal, physical, emotional, or sexual violence or abuse used by one person in a current or past relationship to exert power and control over the other person. ~~Abuse~~

Abuse may include insults, coercion, social sabotage, sexual harassment, threats or acts of physical or sexual abuse. The abusive partner uses this pattern of violent or coercive behavior to gain power and maintain control over the other person.

School employees are required to report to the principal or designee suspected cases of dating violence or abuse. Students should report suspected cases of dating violence or abuse to the principal or

designee and may do so anonymously. Student victims should report any incidents of dating violence or abuse to the principal or designee as soon after it occurs as possible.

The principal or designee will immediately conduct an investigation of the allegation and proceed under paragraph L. PROCEDURES FOR SUSPENSION AND EXPULSION. If the principal or designee determines a student is guilty of dating violence or abuse, the student will be suspended from school for up to 10 days and may, where appropriate, be recommended for assignment to another school or program as an accommodation for the victim. Suspected criminal conduct will be reported to law enforcement.

The District Health Education Curriculum for grades 7-12 will include a component on teen dating violence and abuse, with emphasis on prevention education.

Threats Against Schools and Persons

If you are involved in making a destructive device, fake destructive device, or planning the use of such a device, either at school, or at a school activity, or while you are at school or at a school activity, you will be suspended for up to 10 days, recommended for expulsion, and reported to law enforcement for prosecution. The same actions will be taken if you make a threat by any means against the school, school property, school personnel, or students, regardless of any disruption on campus or any school-related function. This includes direct, veiled, or implied threats communicated verbally, in writing, or through social media platforms. If you make any such threat, you will be referred to your school's threat management team. This team is charged with helping to ensure the safety of all persons in your school and will take steps that may include interviews with friends, teachers, staff, parents, or employers regarding any concerns they may have. The threat management team is also responsible for making referrals for mental health services and to law enforcement for continued investigation, if you pose a concern or threat to the school or any member of the school community. **You are subject to school-based consequences for any threats communicated online or through the use of technology, regardless of the time, day, or location where the threat was made.**

Reporting Threats or Suspicious Activity

Students, parents, staff, or any individual may report threats, or any concerning behaviors exhibited by a member of our school community. All persons are strongly encouraged to be vigilant of potential signals, warning signs, and threats and to not hesitate in reporting their concerns immediately. This is particularly true of online or social media posts. FortifyFL is an app specifically designed by the State of Florida to assist in reporting suspicious or concerning behavior, which may be downloaded to your mobile device for immediate reporting.

NOTE: If you make a threat or false report - to include a bomb threat, bomb threat hoax, or a knowingly false report - concerning the use of a destructive device or firearm in a violent manner, as defined by F.S. 790.162 and 790.163, involving a school or school personnel's property, school transportation, or a school-sponsored activity, you may be expelled (with or without continuing education services) from your regular school for a period of not less than one full year, as well as referred for criminal prosecution and mental health services identified by the school district, pursuant to F.S. 1012.584(4) for evaluation or treatment, when appropriate (1006.07 (2) (l) F.S.). The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program, if it is determined to be in the best interest of you and the school system. Commission of either of these offenses is a second-degree felony, punishable by up to 15 years imprisonment and a $10,000 fine. The School Board must maintain a policy for all threats to commit violence or harm. Even threats made in jest or in exaggeration must be treated as serious and

may subject you to suspension, reassignment, or expulsion. This includes simulating realistic gunfire, explosions, or acts of violence using apps or other technology. If you make a threat of violence, the school administration will assess the situation and where appropriate, take administrative action.

Violent and Aggressive Acts

If you violently attack a School Board employee or any other person or act as a decoy in a violent attack at school, a school function, on the bus or at a bus stop, you will be suspended from school for up to 10 days and may face a recommendation for expulsion or reassignment to an alternative program. If you are charged with violently attacking another person somewhere else other than school, you may be removed from the general education program and administratively assigned to another program if your principal believes your presence on campus may be disruptive or pose a concern for the safety of students or staff.

If you commit two violent or aggressive acts (such as fighting, bullying, threats, or physical aggression) in the same school year and while under the jurisdictional control of the school, you may be placed on a district-level Behavior Assessment and Modification (BAM) contract. A third such offense in the same school year may result in your recommendation for reassignment to an alternative program.

Possession of Firearms and Weapons

According to Florida Statute 790.115(2)(a) students will not possess any firearm, destructive device, or other weapon as defined in F.S. 790.001(13) and/or listed under Category A (below). Federal and state laws require you be expelled from school, with or without continuing educational services, for a period of not less than one full year, referred to mental health services identified by the school district, pursuant to

F.S. 1012.584(4)~~,~~ and referred for criminal prosecution if you bring a firearm or a weapon to school, to any school function, or onto any school sponsored transportation, or if you possess a firearm or weapon at school. Expulsion is required, even if you brought the firearm or weapon for self-defense. The School Board may assign you to a disciplinary program for the purpose of continuing educational services during the period of expulsion. The Superintendent may consider the expulsion requirement on a case-~~-~~by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program or other appropriate consequence, if it is determined to be in the best interest of you and the school system.

Evolv Firearms Detection Systems

Screening at SDMC Schools

The Safety of our staff and students at the School District of Manatee County is our number one priority. To enhance our security efforts at our schools, beginning on August 12, 2024, we will launch a new high-tech security scanner firearms detection system and a firearms detection canine to screen students and visitors for firearms.

Firearms are not permitted on School District of Manatee County (SDMC) Schools' property. All students and visitors entering District property may be required to submit to a weapon detector screening to ensure no weapons are brought onto the premises. Bags, purses, backpacks, etc. may also be screened using metal/weapon detecting wands and/or by hand. Refusal to cooperate with the screening procedure will result in the denial of entry and/or disciplinary action for the student. If a student activates the Evolv detector, a staff member will escort the student to a private secondary screening location where we will conduct a search of the student and their belongings in alignment with School Board Policy 5771.

NOTE: Per F.S. 790.115, the School District of Manatee County strictly prohibits any firearms from being stored in student vehicles parked on any school grounds or at any school-sponsored event. Your principal may give you written permission to possess a gun or weapon while on campus or at a school function when the gun or weapon

is part of the curriculum of the school. An example of this is when a gun or rifle may be part of JROTC drill and firing ranges. If you bring weapon-like contraband to school, to any school function, or onto any school sponsored transportation, or if you use any non-weapon as a weapon to threaten or injure others, you may be suspended for up to 10 days and possibly recommended for alternative placement, expulsion, and referred for criminal prosecution.

WEAPONS AND FIREARMS
Category A
Mandatory Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
b. The frame or receiver of any such weapon described above;
c. Any firearm muffler or firearm silencer;
d. Any machine gun;
e. Any destructive device as defined by F.S. 790.001(4) including but not limited to bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas;
f. Any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive and which has a barrel with a bore of ½ inch or more in diameter;
g. Knife or dirk (excluding common pocket knife, plastic knife and blunt bladed table knife);
h. Metallic or other knuckles;
i. Slungshot - a striking weapon consisting of weight or other hard object affixed on a flexible handle or strap;
j. Billy club;
k. Flare gun;
l. Tear gas gun, except a self-defense chemical spray carried solely for the purpose of self- defense in a compact size and containing not more than 2 ounces of chemical.
m. Chemical weapon or device or any other deadly weapon.
n. Electric weapon or device.

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WEAPON-LIKE CONTRABAND
Category B
Suspension or Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Slingshot;
b. Fireworks;
c. Razorblade/razor;
d. Any knife or bladed instrument not covered in Category A;
e. Non-weapons used as weapons: A student using as a weapon any article or substance not normally considered to be a weapon (including but not limited to rocks, pens, pencils, lasers, chains, lumber, screwdriver, etc.) or facsimile (toy or otherwise) but which is used by a student as a weapon to intimidate, threaten, coerce or injure another individual shall be suspended and may be recommended for expulsion.
f. Any replica or facsimile of any item listed in Categories A or B, including toys, souvenirs, antiques, broken, or inoperable weapons, including but not limited to bb guns, pellet guns, paint guns, squirt guns, regardless of how they are used or displayed.
g. Ammunition and any component thereof, including but not limited to bullets, shotgun shells, bullet casings, magazines, or clips.

In addition to the administrative actions listed in the Code of Student Conduct, possession of weapon-like contraband by any student while the student is on school property or in attendance at a school function may also result in criminal prosecution (F.S. 790.115).

Gang Activity

No student shall commit any act which promotes gangs or gang-related activities. A criminal street gang is a formal or informal organization or group that has as one of its primary activities the commission of criminal or delinquent acts and consists of three or more persons who have a common name or common identifying signs or symbols and have one or more members who engage in a pattern of criminal street gang activity. Conduct prohibited by this policy includes but is not limited to the following:

a. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, symbols, signs or other items which may be evidence of membership or affiliation in any gang.
b. Communicating either verbally or non-verbally (gestures, handshakes, slogans, drawings, etc.) to convey membership or affiliation in a gang.
c. Soliciting others for gang membership.
d. Tagging, or otherwise defacing school or personal property with gang or gang-related symbols or slogans.
e. Requiring payment of protection, insurance, or otherwise intimidating or threatening any person related to gang activity.
f. Inciting other students to intimidate or to act with physical violence upon any other person related to gang activity.
g. If you commit any gang-related activity while at school, a school activity, school bus stop, or on a school bus, you will be suspended from school for up to 10 days. If you commit a second gang- related activity while under the jurisdiction of the school district that can be documented by law enforcement, you may be assigned to an alternative program or face expulsion.

"Sexting"

If while under the jurisdiction of the school district you post, send or forward to anyone else a nude or sexually revealing images of a person through the Internet or text message, or if you show such images to other people, you may be suspended from school and possibly be recommended for reassignment or expulsion. You may also be subject to arrest for violation of child pornography laws if the student in the photo is a minor. If you are found to have sent any such images or messages to other members of the school community regardless of time or location, you still may be subject to school-based consequences under Florida cyberbullying and harassment laws (F.S. 1006.147).

Making False Accusations

If you intentionally make false accusations that jeopardize the professional reputation, employment or professional certification of a teacher or other member of the school staff, you will be suspended for up to 10 days and may be recommended for assignment to an alternative school or for expulsion.

MISCONDUCT THAT MAY RESULT IN DISCIPLINE

You are expected to behave during the time you are at school, at school activities, at the school bus stop and on the school bus. You may be disciplined if you do anything during those times or attempt to do anything that violates a school rule or that may:

- Hurt, harass or threaten others,
- Damage property,
- Disrupt class, school or a school activity,
- Be dishonest or
- Violate a criminal law or state statute.

You may be subject to disciplinary action even if your conduct occurs off campus but is connected to activities or incidents that occurred on campus or at a school activity, or conduct that, regardless of where it occurs, is directed at a Board official or employee, or the property of such official or employee.

INVESTIGATIONS AT SCHOOL

Administrative

If you are suspected of violating the District Code of Student Conduct, school officials can question you without first contacting your parent. You do not have a right to have your parent present or a right to an attorney when you are questioned. If you refuse to answer questions asked by school officials, you may be disciplined.

Criminal

If you are a suspect in a criminal investigation that may result in your arrest or criminal charges, law enforcement will make a good faith effort to contact your parent before the law enforcement officers begin questioning you. If a parent cannot be located, law enforcement officers may proceed with questioning. If your parent is contacted, the law enforcement officers may allow your parent to be present during your questioning.

Victim or Witness

If you are a victim or a witness, law enforcement officers, Children and Family Services investigators, or administrative investigators are allowed to question you without first contacting your parent. If the investigation involves child abuse, the official conducting the investigation will decide who can be present during your interview. If you refuse to answer

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questions asked by school officials, you may be disciplined.

Removal of a Student Under Arrest

If you are subject to arrest, with or without a warrant, the officer can remove you without your parents' consent or the consent of school officials. The administrator will try to notify your parent before you are removed or as soon as possible after your removal.

Removal for Involuntary Examinations

The school principal or the principal's designee shall make a reasonable attempt to notify your parent or guardian, if you are removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for a Baker, Marchman, or other evaluation, pursuant to
F.S. 394.463. The principal or the principal's designee may delay notification for no more than 24 hours after you are removed, if the principal or designee deems the delay to be in your best interest or if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.

Searches and Seizures

You, your locker, vehicle, purse, backpack and other personal possessions may be searched if there is a reasonable belief (suspicion) that any of them contain drugs, weapons, contraband or other items not permitted on campus. You are expected to cooperate fully with your school administration in all searches and investigations. The failure to fully cooperate may be grounds for your school administration to infer that you are in possession of contraband or illegal items and the matter will be referred to law enforcement as deemed necessary. Trained sniff-screening dogs are allowed in the schools to prevent drugs and weapons at school. Routine checks by the dogs are not considered a search; however, an alert by the dog gives reasonable suspicion for a search. Dogs may not check students themselves to determine probable cause for a search. The use of trained dogs is a safety precaution to provide you a safe school in which to learn.

Student Athletes

Dismissal / Quitting a Team

Any athlete or manager who is suspended from a team, voluntarily quits a team or is dismissed from a team for disciplinary reasons is not permitted to go out for another sport while the original sport is still in season. The season is officially over when the team plays the last game of the season. A season is defined as the first day of practice through the last play-off game.

Out of School Suspension

Students who are serving out of school suspension are not allowed to participate in any athletic activities until they have returned to regular class attendance for one full school day. Students who are suspended for a total of 10 or more days (cumulative or single incident) in a school year will be subject to an administrative review to determine eligibility to participate in any extracurricular activities. The administrative review will encompass the incident or infraction, discipline, academic, and attendance history, and conference with the student and others involved. The principal may revoke the student's privilege of participating in non-academic school activities, including but not limited to, extracurricular activities and/or athletics. ~~Based on the results of the review, the student may be ineligible to participate in any extracurricular activities for a period not to exceed 180 school days from the incident. If after the review~~

process, the student is determined to be ineligible he or she may not participate in any event or activity as a representative of the school. These events or activities include but are not limited to: athletics, marching band, concert band, orchestra, choir, drama, JROTC competition teams, and or clubs or organizations sponsored by the school's faculty or staff. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from extracurricular activities will not be less than 90 school days. Should the suspension from extracurricular activities be changed to a period of time less than 180 school days, the student will be on probation until the conclusion of the 180-school day period.

Criminal Offenses

1. Criminal Charges: After a hearing with the principal, a student charged with a criminal offense will be suspended from extracurricular or co-curricular activities by the school principal until the charge is adjudicated.
2. Adjudication Withheld: A student who has been suspended from extracurricular activities because of a criminal charge may be reinstated at the principal's discretion if adjudication is withheld.
3. Felony: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for any act that would have been felonious in "adult" court will mandate loss of eligibility to participate in any student activity for the duration of the years enrolled in a Manatee County public high school from the time of conviction. After one calendar year following conviction, the student may request a review of his/her eligibili31ty by the principal.
4. Misdemeanors: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for the following misdemeanors (assault or battery, possession of concealed weapons, lewdness or indecent exposure, theft, drug possession/sale) will mandate loss of eligibility to participate in any student activity for six months from the time of conviction. After three calendar months following conviction, the student may request a review of his/her eligibility by the principal.

Drug and Tobacco Use

1. No use of tobacco products. For the first offense a one game suspension will occur. The second offense will result in dismissal from the team.
2. An athlete knowingly possessing, using, transferring, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind, or any facsimile regardless of content, on or off campus, may be suspended from athletic participation for 180 days. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from extracurricular activities will not be less than 90 school days. Should the suspension from extracurricular activities be changed to a period of time

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~~less than 180 school days, the student will be on probation until the conclusion of the 180-school day period.~~Students who violate the SDMC alcohol and drug policies are subject to penalties as outlined in the Student Code of Conduct. In addition, the principal may revoke the student's privilege of participating in non-academic school activities, including but not limited to, extracurricular activities and/or athletics.

TITLE IX

Title IX of the Education Amendments Act of 1972 is a federal law, enacted in 1972, which states: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

The United States Department of Education requires school districts to follow a specific Title IX Grievance Process while investigating allegations of sexual misconduct. The Office of Civil Rights of the United States Department of Education considers sexual misconduct (including sexual harassment, sexual violence, sexual assault and intimate partner violence) to be a form of sexual discrimination and requires the school districts to take immediate and effective steps to respond to sexual misconduct.

For a Title IX investigation to apply, the incident must have occurred in an education program or activity in which the District has substantial control over both the respondent and the context in which the incident occurred.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. Any School District of Manatee County employee conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or

3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34

U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Responsibilities and Obligations

The School District of Manatee County takes its obligation to comply with Title IX very seriously. Inquiries concerning the application of Title IX and the Grievance Procedures may be referred to the District's Title IX Coordinators:

Schools & Educational Facilities
Office of Student Services - 2501 63rd Avenue East Bradenton,
FL 34203 (941) 751-6550 extension 43038

District & Employment
Human Resources - 215 Manatee Avenue West Bradenton, Florida 34205
(941) 708-8770 extension 41006

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CONDUCT ON SCHOOL BUSES

The School Board believes you and your fellow students, as well as the bus driver, should be able to ride safely on school buses. In addition to any bus-specific consequences, you may be disciplined for any action on the bus in the same manner as if the conduct had happened at school. You are also subject to disciplinary action while at the bus stop, if your behavior has a harmful effect on the health, safety, or welfare of any member of the school community. You should assume that you are being recorded any time you are riding a school bus.

Parent Responsibility

Your parents are responsible for your behavior at the bus stop prior to the arrival of the bus in the morning and after the departure of the bus at the end of the day. However, if you are at the bus stop and violate school rules, the school can still discipline you for your behavior if it has a harmful effect on the health, safety, or welfare of any member of the school community. Students are to be on time and stand off the roadway.

Damage to Bus

If you cause any damage to the bus or another vehicle, your parent will be required to pay for the damage.

Waiting for the Bus

Wait for the bus to come to a complete stop before you approach the bus. To cross in front of the bus, wait for the driver to signal you.

Items Not Allowed on a Bus

a. Any item prohibited elsewhere in the District Code of Student Conduct
b. Glass containers of any kind
c. Balls
d. Bats
e. Cologne/perfume
f. Cutting instruments of any kind
g. Any large or bulky item that interferes with proper seating of students (examples: large musical instruments or athletic equipment)
h. Any animal
i. Batons, drum sticks, tennis rackets (unless in proper carrying case)
j. Aerosol sprays may be possessed but use on buses or enclosed areas is expressly prohibited

Rules While on the Bus

The bus driver is in charge and you must obey the driver at all times. You must tell the bus driver your correct name when asked. The bus driver and school will keep a seating chart. You must be on time; the bus cannot wait for you if you are tardy. YOU MAY NOT RIDE ANY BUS OTHER THAN YOUR ASSIGNED BUS. You can be disciplined if you do not follow all district and school rules and the following special rules: a. Sit in your assigned seat and use the seat belt if available.

b. Stay seated at all times while the bus is in motion. c. Do not place any part of your body outside the bus windows. d. Do not distract the driver with loud conversation or noises. e.

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Observe appropriate classroom conduct. f. Do not eat or drink on the bus. g. Maintain absolute silence at railroad crossings. h. Do not throw any items on the bus or out of the bus windows. i. Do not mark, cut or damage bus seats or the bus itself. j. Do not display signs from the bus. k. Do not use obscene language or gestures. l. Cell phones are to be turned off.

Discipline If You Do Not Follow the Bus Rules

a. If you commit minor infractions, the school bus driver has the authority to address your behavior. If you cause repeated problems on the bus, the bus driver will give the school a written discipline referral for what you did. School administrators can take any action contained in this Code against you for misbehaving at a bus stop or on a bus.

b. Discipline on school buses will be dealt with according to the following protocols; however, severe infractions (for example, fighting, setting a fire on the bus) may result in immediate suspension or recommendation for expulsion based on the recommendation of the principal or designee.

Elementary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student assigned to front of the bus for one week and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

6th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in recommendation for removal from the bus for the remainder of the year.

Secondary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student re-assigned to front of the bus for two weeks and closely

monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored. **5th Offense:** Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in removal from the bus for the remainder of the year.

c. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school. Bus suspensions may not be extended beyond the number of days originally prescribed by the principal or designee.
d. You can be removed from the school bus by the Superintendent or his designee for up to one calendar year for misconduct or a violation of the bus rules on a school bus or at a bus stop, based upon the recommendation of the principal and after the principal has suspended you from riding the bus for 10 days for an incident. Before the Superintendent or designee removes you from the bus, you and your parents will be informed in writing of the ~~Principal's~~principal's recommendation and the basis for that recommendation. The Superintendent or designee will inform you and your parents in writing of any removal from

the bus.
e. Even if you transfer to a new school, you will be held responsible for any previous incidents of bus misconduct from your previous school.

SECTION 5 DISCIPLINE MATRICES

Discipline Matrix for Schools

The discipline matrix is a tool that helps ensure a consistent and progressive response to discipline across all SDMC schools. The below incident codes and corresponding types of offenses represent the different types of infractions found in our FOCUS student information system. These larger infraction headings encompass the full range of student misconduct and include more specific behaviors (such as cutting in the lunch line or using profanity). ~~**Each offense may be met with a range of appropriate consequences that escalate with each successive infraction of that offense. The matrix does not necessarily call for every intervention or consequence listed, but rather reflects a range of appropriate possibilities, considering any mitigating factors. All Office Discipline Referrals are also met with a phone call home to your parent(s), in addition to any consequences outlined in the matrix.**~~

Once the type of offense is located on the left-hand side of the matrix, simply follow that row to the right to see which consequences and interventions are considered appropriate for the number of times that specific offense has been repeated. You may use the key below for proper identification of the specific types of administrative action found on the matrix. The term SESIR is found throughout the discipline matrix and is an acronym for School Environmental Safety Incident Reporting. These discipline incidents are defined by the state and reported to the

Florida Department of Education on a monthly basis.

A school principal, or designee, may develop additional consequences for a particular behavior as long as these consequences do not violate school board policy of state statutes. The following behaviors and/or consequences framework were developed in accordance with SESIR reporting requirements.

Action Code	**Administrative Action Type**	Action Code	**Administrative Action Type**
ASD	After School Detention	LDT	Lunch Detention
ALT	Alternative Placement Referral	S	Other SESIR Defined
AOS	Alternative to OSS	OSS	Out of School Suspension
AWD	Assign Work Detail	PCN	Parent Conference
BSD	Before School Detention	PPH*	Parent(s) Phoned
BCM	Behavior Contract Made	PWR	Parent(s) Written
CUP	Clean Up – Vandalism	PMD	Peer Mediation
CMS	Community Service	RGU	Referred to Guidance
CFS	Confiscation	RLW	Referred to Law Enforcement
CFR	Conflict Resolution (includes NCO)	RTI	Response to Intervention (MTSS)
CAW	Counseled and Warned	RES	Restitution
DIS	Other District Defined (such as contracts, intervention courses)	SPH	Susp. Extended, Pending Hearing
EXS	Extra School	ISC	Susp. Until Parent Conf. – ISS
FIN	Fine Charged	OSC	Susp. Until Parent Conf. – OSS
ISS	In-School Suspension	SBS	Suspended from Bus
LOA	Letter of Apology	TMO	Time Out
LPP	Loss of Parking Privileges	Zero	Student receives no grade for work
LOP	Loss of Privileges		

+ All Office Discipline Referrals are to be met with attempted telephone contact with the enrolling parent.
* Denotes a School Environmental Safety Incident Report (SESIR) infraction – defined by the state

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SDMC Elementary School Discipline Matrix – Grades PK-2

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	No Referral – work with parents to resolve attendance issues				
DB	Disruptive Behavior	CAW	LOP, PWR, TMO	PCN, LOP, ISS, RGU, TMO	LDT, LOP, PCN, RTI 1 Day ISS	LOP, PCN, RTI, 1 Day ISS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	LOA, LOP	CFR, LOA, LOP, PWR, RGU	CFR, LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
FS	Failure to Serve Consequence	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
HP	Horseplay	CAW	CAW, LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
MV	Medication Policy Violation	CAW	LOP, PWR, PCN	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, 1 Day ISS,	LOP, PCN, RTI, 1-2 Days ISS,	1 Day OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RTI, 1-2 days ISS	BCM, DIS, LOP, PCN, 1 Day OSS	ALT, LOP, 1-2 Days OSS
CH	Cheating	LOP, Zero,	LOP, PWR, Zero,	LOP, PCN, PWR, RGU, TMO, Zero	LDT, LOP, PCN, RTI, TMO, Zero,	LOP, PCN, Zero, 1 Day ISS
CO	Contraband, Possession	CAW, CFS, LOP,	CFS, LOP, PWR, RGU, TMO	CFS, LOP, PCN, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	ALT, CFS, LOP, PCN, RTI, 1 Day ISS
DF	Defiance	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
EC	Electronic Cigarette Possession	CFS, PCN, RLW	CFS, PCN, RLW, RTI, 1 Day ISS	CFS, PCN, RLW, RTI, 1 Day OSS	Contact DCF	-
EN	Endangerment	CAW, LOA, LOP	LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, TMO	LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
LC	Leaving Campus Without Authorization	CAW, LOP	LOP, PCN, RTI, TMO	LOP, PCN, RTI, TMO, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
*TBC	SESIR Tobacco Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RGU, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
VN	Vandalism (Under $1,000)	CAW, LOA, LOP	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
LEVEL 3 OFFENSES Due to age considerations, the PK 2 Matrix does not include SESIR incidents. Please refer to the Grade 3 5 Matrix, if you determine behavior from a PK 2 student qualifies as a SESIR incident.						
AG	Aggression, Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
*ALC	SESIR Alcohol Possession, Use, or Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
*BUL	SESIR Bullying	See Grades 3-5 Matrix	-	-	-	-
CS	Contraband, Sale	CAW, CFS, LOP, PWR	CFS, LOP, PNC, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
DV	Dating Violence or Abuse	See Grades 3-5 Matrix	-	-	-	-
*DRU	SESIR Drug Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
FT	Fighting, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS	-
GN	Gang-Related Activity	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
*HAR	SESIR Harassment	See Grades 3-5 Matrix	-	-	-	-
*HAZ	SESIR Hazing	See Grades 3-5 Matrix	-	-	-	-
OS	Other Serious Misconduct	LOP, PWR, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
*STL	SESIR Theft/Larceny	See Grades 3-5	-	-	-	-

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
	($750 or More)	Matrix				
SX	Sexting	See Grades 3-5 Matrix	-	-	-	-
*SXH	SESIR Sexual Harassment	See Grades 3-5 Matrix	-	-	-	-
*SXO	SESIR Sexual Other	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
*TRS	SESIR Trespassing	See Grades 3-5 Matrix	-	-	-	-
*VAN	SESIR Vandalism	See Grades 3-5 Matrix	-	-	-	-
LEVEL 4 OFFENSES Due to age considerations, the PK 2 Matrix does not include SESIR incidents. Please refer to the Grade 3 5 Matrix, if you determine behavior from a PK 2 student qualifies as a SESIR incident.						
*ARS	SESIR Arson	See Grades 3-5 Matrix	-	-	-	-
*BAT	SESIR Battery	See Grades 3-5 Matrix	-	-	-	-
*DOC	SESIR Disruption on Campus	See Grades 3-5 Matrix	-	-	-	-
*DRD	SESIR Drug Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
FA	False Accusation	LOP, PCN, PWR, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	ALT, PCN, 1-2 Days OSS	-	-
*FIT	SESIR Fighting	See Grades 3-5 Matrix	-	-	-	-
*OMC	SESIR Other Major	See Grades 3-5 Matrix	-	-	-	-
*PHA	SESIR Physical Attack	See Grades 3-5 Matrix	-	-	-	-
*ROB	SESIR Robbery	See Grades 3-5 Matrix	-	-	-	-
*SXA	SESIR Sexual Assault	See Grades 3-5 Matrix	-	-	-	-
*SXB	SESIR Sexual Battery	See Grades 3-5 Matrix	-	-	-	-
*TRE	SESIR Threat	See Grades 3-5 Matrix	-	-	-	-
WC	Weapon-Like Contraband	CAW, CFS, LOP, PWR, RGU, RLW	CFS, DIS, LOP, PNC, RGU, RTI, 1 Day ISS	ALT, CFS, DIS, LOP, PNC, RTI, 1-2 Days OSS	-	-
*WPO	SESIR Weapon Possession or Use	See Grades 3-5 Matrix				

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SDMC Elementary School Discipline Matrix – Grades 3-5

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	CAW, LOP	LOP, TMO	No referral for arriving late to campus– work with parents to resolve attendance issues		
DB	Disruptive Behavior	CAW, TMO	LOP, PWR, RGU, TMO, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS	LOP, PCN, RTI, 1-2 Days OSS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	CFR, LOA, LOP, PMD, TMO	CFR, LOP, PMD, PWR, RGU, TMO, 1 Day ISS, RTI	CFR, LDT, LOP, PCN, PMD, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1-2 Days OSS
FS	Failure to Serve Consequence	CAW	ASD, BSD, LDT, LOP	ASD, BSD, LDT, LOP, PCN, 1 Day ISS	ASD, BSD, LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 2-3 Days ISS
HP	Horseplay	CAW	CAW, LOP, RGU, TMO	LDT, LOP, PWR, RGU, RTI, TMO	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LDT, LOP, TMO	LDT, LOP, PWR, RGU, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS
MV	Medication Policy Violation	CAW, PWR	LOP, PWR, PCN	LDT, LOP, PCN, RTI	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW, CFS	LOP, PWR, CFS, TMO	CFS, LDT, LOP, PCN, TMO, RTI	CFS, LDT, LOP, PCN, RTI, 1 Day ISS	CFS, LOP, LDT, PCN, RTI, 1-2 Days ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, PMD, TMO	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1 Day ISS	LDT, LOP, PCN, PMD, RGU, RTI, 1-2 Days ISS,	DIS, LOP, PCN, RTI, 1 Day OSS,	ALT, LOP, PCN, ALT, 1-2 Days OSS
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LDT, LOP, RGU,1-2 Days ISS	BCM, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, 1-3 Days OSS
CH	Cheating	LOP, TMO, Zero,	LDT, LOP, PWR, RGU, Zero, 1 Day ISS	LDT, LOP, PCN, RTI, Zero, 1-2 Days ISS	LDT, LOP, PCN, RTI, Zero, 1 Day OSS	LOP, PCN, Zero, 1-2 Days OSS
CO	Contraband, Possession	CAW, CFS, LOP, TMO	CFS, LOP, PCN, RGU, 1 Day ISS	CFS, LDT, LOP, PCN, RTI, 1-2 Days ISS	CFS, DIS, LDT, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, LOP, PCN, 1-2 Days OSS

DF	Defiance	CAW, LOA, LOP, TMO	LDT, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LDT, LOA, LOP, PWR, RGU, TMO	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
EC	Electronic Cigarette Possession	CFS, DIS, PWR, RLW, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, 1-3 Days OSS, Contact DCF
EN	Endangerment	CAW, LOA, LOP, TMO	LDT, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO, 1 Day ISS	LDT, LOP, PWR, RGU, TMO, 1-2 Days ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, PCN, 1-3 Days OSS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
LC	Leaving Campus Without Authorization	CAW, LDT, LOP, TMO	LDT, LOP, PCN, RTI, TMO, 1 Day ISS	LDT, LOP, PCN, RTI, TMO, 1-2 Days ISS	DIS, LDT, LOP, PCN, RTI, 1-3 Days ISS	ALT, LOP, PCN, 1 Day OSS
*TBC	SESIR Tobacco Possession or Use	CFS, PWR, RLW, TMO, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, CFS, PCN, RLW, Contact DCF	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES, RLW, TMO	LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, LOP, PCN, RES, RLW, 1-3 Days OSS
VN	Vandalism (Under $1,000)	CAW, CUP, LOA, LOP, RES, RLW, TMO	CUP, LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 1-3 Days OSS
LEVEL 3 OFFENSES						
AG	Aggression, Physical	CAW, CFR, LOA, LOP PMD, 1 Day ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days ISS. 1-2 Days OSS	LDT, LOP, PCN, PMD, RGU, RTI, 1-3 Days OSS,	DIS, LOP, PCN, RTI, 1-4 Days OSS,	ALT, LOP, PCN, ALT, 2-5 Days OSS
*ALC	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT (automatic), LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
*BUL	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1-2 Days OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
			Day ISS	1-2 Days ISS		
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LDT, LOA, LOP, PWR, RGU, TMO	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
EC	Electronic Cigarette Possession	CFS, DIS, PWR, RLW, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, 1-3 Days OSS, Contact DCF
EN	Endangerment	CAW, LOA, LOP, TMO	LDT, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO, 1 Day ISS	LDT, LOP, PWR, RGU, TMO, 1-2 Days ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, PCN, 1-3 Days OSS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
LC	Leaving Campus Without Authorization	CAW, LDT, LOP, TMO	LDT, LOP, PCN, RTI, TMO, 1 Day ISS	LDT, LOP, PCN, RTI, TMO, 1-2 Days ISS	DIS, LDT, LOP, PCN, RTI, 1-3 Days ISS	ALT, LOP, PCN, 1 Day OSS
*TBC	SESIR Tobacco Possession or Use	CFS, PWR, RLW, TMO, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, CFS, PCN, RLW, Contact DCF	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES, RLW, TMO	LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, LOP, PCN, RES, RLW, 1-3 Days OSS
VN	Vandalism (Under $1,000)	CAW, CUP, LOA, LOP, RES, RLW, TMO	CUP, LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 1-3 Days OSS
			LEVEL 3 OFFENSES			
AG	Aggression, Physical	CAW, CFR, LOA, LOP PMD, 1 Day ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days ISS. 1-2 Days OSS	LDT, LOP, PCN, PMD, RGU, RTI, 1-3 Days OSS,	DIS, LOP, PCN, RTI, 1-4 Days OSS,	ALT, LOP, PCN, ALT, 2-5 Days OSS
*ALC	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT (automatic), LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
*BUL	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1-2 Days OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4 Days OSS

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
CS	Contraband, Sale	CFS, LOP, PWR, 1-2 Days ISS, 1 Day OSS	CFS, LOP, PNC, RGU, RTI, 1 Day OSS	BCM, CFS, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
DV	Dating Violence or Abuse	CFR, LOP, RLW, 1-2 Days ISS, 1 Day OSS	BCM, CFR, LOP, PCN RLW, RTI, 1 Day OSS	CFR, DIS, LOP, PCN, RLW, RTI, 1-2 Days OSS	ALT, CFR, LOP, RLW, 1-3 Days) OSS	-
*DRU	SESIR Drug Possession or Use	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
FT	Fighting, Non-SESIR	CFR, LDT, LOA, LOP, PMD, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days OSS	DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, DIS, LOP, PCN, RTI, 1-4 Days OSS	-
GN	Gang-Related Activity	CFR, LOP, PCN, RLW, 1-2 Days OSS	BCM, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS. Contact DCF	-	-
*HAR	SESIR Harassment	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*HAZ	SESIR Hazing	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
OS	Other Serious Misconduct	LDT, LOP, PWR, 1-2 Days ISS, 1 Day OSS	LDT, LOP, PCN, PWR, RGU, 1-2 Days OSS	BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS,	ALT, LOP, PCN, 2-4 Days OSS
*STL	SESIR Theft/Larceny ($750 or More)	LDT, LOA, LOP, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	BCM, LOP, PCN, RES, RGU, RLW, RTI, 1-2 Days OSS	BCM, LOP, PCN, RES, RLW, RTI, 1-3 Days OSS	DIS, LOP, PCN, RES, RTI, RLW, 1-4 Days OSS	ALT, LOP, PCN, RES, RLW, 2-5 Days OSS
SX	Sexting	LDT, LOP, PWR, RLW, 1 Day ISS, 1 Day OSS	LDT, LOP, PCN, RGU, RLW, 1 Day OSS	BCM, LDT, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT, LOP, 2-4 Days OSS, Contact DCF
*SXH	SESIR Sexual Harassment	CFR, LOA, LOP, PWR, RGU, RLW, 1 Day ISS, 1 Day OSS	CFR, LOP, PCN, RLW, RTI, 1 Day OSS, Contact DCF	BCM, CFR, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	CFR, DIS, LOP, PCN, RLW, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*SXO	SESIR Sexual Other	CFR, LOP, PCN, RLW, 1-2 Days OSS, Contact DCF	BCM, CFR, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS, Contact DCF	-	-
*TRS	SESIR Trespassing	LOP, PWR, RLW, 1 Day ISS	LOP, PCN, RLW, 1 Day OSS	BCM, LOP, PCN, RLW, RTI, 1-2 Days OSS	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS	ALT, LOP, RLW, 2-4 Days OSS

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*VAN	SESIR Vandalism	CUP, LOA, LDT, LOP, PCN, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	CUP, LDT, LOP, PCN, RES, RGU, RLW, 1-2 Days ISS	BCM, CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days OSS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-3 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 2-4 Days OSS
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	ALT, PCN, LOP, RLW, 2-4 Days OSS	ALT, PCN, RLW, 4-6 Days OSS	-	-	-
*BAT	SESIR Battery	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*BRK	SESIR Burglary	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	-	-	-
*DOC	SESIR Disruption on Campus	ALT, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DRD	SESIR Drug Distribution	ALT, PCN, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
FA	False Accusation	ALT, LOA, LOP, PCN, 2-4 Days OSS	ALT, DIS, LOA, LOP, PCN, RTI, 4-6 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*FIT	SESIR Fighting	CFR, LOP, PCN, 1-3 Days OSS	CFR, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*OMC	SESIR Other Major	CFS, LOP, PCN, 1-3 Days OSS	ALT, CFS, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, CFS, PCN, 5-10 Days OSS	-	-
*PHA	SESIR Physical Attack	CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*ROB	SESIR Robbery	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-	-
*SXA	SESIR Sexual Assault	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	ALT, RLW, 5-10 Days OSS, Contact DCF	-	-	-
*SXB	SESIR Sexual Battery	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*TRE	SESIR Threat	CFR, LOP, PWR, PCN, RLW, RTI, 1-3 Days OSS, Conduct Threat Assessment	ALT, CFR, DIS, LOP, PCN, RTI, RLW, 3-5 Days OSS, Conduct Threat Assessment	ALT, PCN, RLW, 5-10 Days OSS, Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	CFS, LOP, PWR, RGU, RLW, 1-3 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, RTI, 3-5 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, 5-10 Days OSS Consider Threat Assessment	-	-
*WPO	SESIR Weapon Possession or Use	ALT, CFS, PNC, 5-10 Days OSS, Conduct Threat Assessment	-	-	-	-

SDMC MIDDLE SCHOOL MATRIX FOR GRADES 6-8

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	ASD, BSD, or LDT	ASD, BSD, or LDT, AWD, EXS	1 Day ISS, TMO, LOP, BCM, RTI	1-2 Days ISS, LOP, PCN, RTI	2-3 Days ISS, LOP, RTI
DB	Disruptive Behavior	ASD, BSD, or LDT	ASD, BSD, or LDT, EXS	1 Day ISS, TMO, LOP, BCM, RTI	1-2 Days ISS, or 1 Day OSS LOP, BCM, RTI	2-3 Days ISS, or 1-3 Days OSS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT, RTI	LOP (30 Days) , RTI	1 Day ISS, LOP, PCN
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, LOA, TMO	1-2 Days ISS, LOP, PWR, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	ASD, BSD, or LDT	EXS	1-3 Days ISS, TMO, RTI	1-2 Days OSS, LOP, BCM	2-3 Days OSS BCM, LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-3 Days ISS, LOP	1 Day OSS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP, RTI	1-2 Days ISS, 1 Day OSS, LOP, BCM, RTI	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI

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MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS, LOP	1-2 Days ISS, PCN, LOP	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	ASD, BSD, or LDT, AWD	EXS, LOP, TMO, RTI	1 Day ISS, TMO, EXS, LOP, RTI	1-3 Days ISS, EXS, LOP, PCN

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
TE	Technology – Inappropriate or Unauthorized Use	CAW	ASD, BSD, or LDT, CFS	EXS, 1 Day ISS, TMO, CFS, RTI	1-3 Days ISS, CFS, LOP, PCN, RTI	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, RTI, BCM,	3-4 Days OSS, LOP, RTI, PCN	4-5 Days OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT, LOP	Zero, EXS, LOP	Zero, 1 Day ISS, TMO, LOP	Zero, 1-3 Days ISS, LOP, PCN	Zero, 1-2 Days OSS, LOP
CO	Contraband, Possession	1-2 Days ISS, TMO, 1 Day OSS, CFS	2-3 Days ISS, 1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS, RTI	3-4 Days OSS, CFS LOP, PCN, RTI	4-5 Days OSS, CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2 Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN, RTI	4 Days OSS, LOP, CFS, FIN, RLW, PCN, RTI	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS	1-2 Days OSS, LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD, 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN, DIS
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, DIS, ALT
LC	Leaving Campus W/O Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, EXS, ASD, LDT, BSD	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
*TBC	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, PCN, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT

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Incident Code	Offense (Type)	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES, AWD, CMS, LOP, RLW, DIS, RTI	4-5 Days OSS, RES, CMS, LOP, RLW, ALT
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT, RTI	6-7 Days OSS, LOP, ALT
	LEVEL 3 OFFENSES					
*ALC	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
*BUL	SESIR Bullying	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-2 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS,CFS, RLW LOP, ALT	-
DV	Dating Violence or Abuse	1-2 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
*DRU	SESIR Drug Possession or Use	5-10 Days OSS (SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-
FT	Fighting, Non-SESIR	1-5 Days OSS*, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN, RTI	5-10 Days OSS, ALT (auto)	-	-
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
*HAR	SESIR Harassment	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
*HAZ	SESIR Hazing	1-2 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT, RTI	-
*STL	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP, RTI	4-5 Days OSS, RLW, RES, LOP, PCN	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-4 Days OSS, RLW, LOP	4-5 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS, ALT	6-7 Days OSS, RLW, LOP, ALT
*SXH	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
*SXO	SESIR Sexual Other	1-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*TRS	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*VAN	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS, RTI	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	3-10 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*BAT	SESIR Battery	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-
*BRK	SESIR Burglary	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	-	-	-
*DOC	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
*DRD	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-
*FIT	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT	-	-
*OMC	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
*PHA	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
*ROB	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXA	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXB	SESIR Sexual Battery	5-10 Days OSS, RLW, ALT	-	-	-	-
*TRE	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
*WPO	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

DRAFT

SDMC HIGH SCHOOL MATRIX FOR GRADES 9-12

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	LDT	ASD, BSD,	AWD, EXS, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, BCM,	2-3 Days ISS, BCM, LOP, PCN
DB	Disruptive Behavior	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO, RTI	1-2 Days ISS, LOP, BCM, RTI	2-3 Days ISS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT, RTI	LOP (30 Days), RTI	1 Day ISS, LOP, PCN
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, TMO, LOA	1-2 Days ISS, TMO, LOP, PWR, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS BCM LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-2 Days ISS, LOP	2-3 Days ISS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP, RTI	1-2 Days ISS, 1 Day OSS, LOP, BCM	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS	1-2 Days ISS, PCN	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	LDT	ASD, BSD, or LDT, RTI	EXS, LOP, RTI	EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	LDT, CFS	ASD, BSD, or LDT, CFS, TMO, RTI	1-3 Days ISS, TMO, CFS, LOP, PCN	1-2 Days OSS, EXC, CFS, LOP, PCN
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS	1-3 Days ISS, TMO, 1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, RTI
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT	Zero, EXS	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	Zero, 1-2 Days OSS
CO	Contraband, Possession	1-2 Days ISS, 1-2 Days OSS, CFS	1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS, RTI	3-4 Days OSS, CFS LOP, PCN, RTI	4-5 Days OSS, CFS, LOP, RTI

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS, ALT
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2, Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN, RTI	4 Days OSS, LOP, CFS, FIN, RLW, PCN, RTI	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS	1 Day OSS, LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD (if (appropriate), 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, TMO, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
LC	Leaving Campus Without Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, RTI	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
*TBC	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES AWD, CMS, LOP, RLW, DIS	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
	LEVEL 3 OFFENSES					
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
*ALC	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
*BUL	SESIR Bullying	1-3 Days OSS, LOP	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-3 Days OSS,	2-4 Days OSS,	4-5 Days OSS,	5-6 Days OSS,	-

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
		LOP, CFS	LOP, CFS	LOP, CFS, RLW, DIS, PCN, RTI	CFS, RLW LOP, ALT, RTI	
DV	Dating Violence or Abuse	1-3 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
*DRU	SESIR Drug Possession or Use	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-
FT	Fighting, Non-SESIR	1-5 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT (auto)	-	-
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
*HAR	SESIR Harassment	1-3 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
*HAZ	SESIR Hazing	1-3 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT	-
*STL	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days OSS, RLW, RES, LOP, PCN, RTI	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-3 Days OSS, RLW, LOP	3-4 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS	6-7 Days OSS, RLW, LOP, ALT
*SXH	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
*SXO	SESIR Sexual Other	1-5 Days OSS, DIS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*TRS	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
*VAN	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	3-5 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*BAT	SESIR Battery	3-10 Days OSS,	5-10 Days OSS,	5-10 Days OSS,	-	-

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Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
		RLW	RLW, PCN, DIS, ALT	RLW, ALT		
*BRK	SESIR Burglary	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS		-	-
*DOC	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
*DRD	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-
*FIT	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT		
*OMC	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
*PHA	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
*ROB	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXA	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXB	SESIR Sexual Battery	5-10 OSS, RLW, ALT	-	-	-	-
*TRE	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
*WPO	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

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SECTION 6 PROCEDURES RELATING TO DISCIPLINARY ACTIONS

Each school and classroom in the school District of Manatee County is required to develop their own behavior plans, which support the unique needs of their students, families, and communities. Common disciplinary actions at each school may include, but not be limited to the following:

Loss of Privilege
For a specified period of time, you may lose a privilege on campus. These privileges include, but are not limited to, parking, use of technology, extracurricular activities, and assemblies.

Disciplinary Probation/ Check-in/Check-out
For a specified period of time, you are assigned to report frequently to a staff member who will assist in monitoring your adjustment to the school situation.

Detention/Extra School
You report to an assigned location at your school for a specified period of time before or after school for supervised study hall activities. Extra school is not intended to interfere with your regular class schedule.

Fine/Restitution
You may be given a written citation by the School Resource Officer and required to pay a fine if you are caught smoking or in possession of tobacco. You may be required to pay restitution for any damage you may have caused to School Board property.

Student Work Assignments
If your parent and a school administrator agree, the administrator can assign you to a work detail at the school. The principal will decide who will supervise your work.

Saturday School
You may be required to attend Saturday School if an administrator has contacted your parent at least twenty-four (24) hours in advance.

In-School Suspension
You may be assigned to a specific location at your school during the school day where you will be required to continue your regular academic coursework. This assignment may be for a single period (usually referred to as Time Out), all day, or for multiple days. Time Out may also be used in lieu of detentions when transportation or other issues prevent their assignment.

Classroom Removal
Your teacher may require that you be removed from class if it has been documented that your behavior has seriously disrupted the teaching or learning in the classroom. If you are removed from a class, the principal may place you in another appropriate classroom, in-school suspension, an alternative education program, or the principal may recommend you for suspension or expulsion. You cannot be returned to that teacher's classroom unless the teacher consents or a school-based placement review committee has determined that doing so is the best or only available alternative. A decision on whether to return you to the classroom must be made by the teacher or the committee within five days of the removal.

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MAJOR DISCIPLINARY ACTIONS

In order to protect the rights of all students and staff, certain procedures are followed with regard to major disciplinary actions. These procedures are developed as suggested or required by law or regulation. School/classroom procedures for administering discipline in areas not covered by these specific procedures are encouraged.

School Bus Suspension

You can be denied the privilege of riding a school bus by the principal or designee for up to 10 school days. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school.

Out-of-School Suspension

You have the right to attend school and have an opportunity to learn. You may lose that right if you violate the District Code of Student Conduct or a school rule. You lose the right to attend school by being suspended or expelled. You can be suspended from school for up to ten (10) days at a time. If you are suspended you cannot be on school grounds or on any Manatee School District property, nor can you attend any school activities. You cannot be suspended for skipping class or school or for excessive tardiness. However, you may be suspended for failure to serve consequences assigned for skipping or tardiness.

OUT-OF-SCHOOL SUSPENSION Q & A

Q. Who can suspend you?

A. The principal or someone designated by the principal can suspend you.

Q. How long can you be suspended?

A. You can be suspended from school for one school day or up to ten (10) school days. School principals or designees may not impose suspensions of undefined lengths, pending a parent conference or other stipulations.

Q. What happens before a suspension?

A. When the principal or designee becomes aware that a student may have broken a rule in the District Code of Student Conduct or a school rule, he or she will investigate by talking to students, teachers or others who may know something about what happened. Even if you are not one of the students who may have broken the rule, the principal or designee may talk to you as part of the investigation. After talking to people who were involved or witnesses, the principal or designee will determine who he or she thinks broke a rule.

Q. What if the principal or designee determines you broke a rule?

A. As soon as possible, the principal or designee will talk to you and tell you that you are accused of breaking a rule in the District Code of Student Conduct or a school rule. You also will be given written notification, such as a disciplinary referral, which tells you the same thing. You will be told why it is believed that you have broken the rule. After this happens, you should know what you are accused of doing and what evidence there is that supports the accusations.

Q. What happens next?

A. You will then have an opportunity to tell the principal or designee your side of the story. You can ask that he or she talk to someone you think may know something about what

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happened. You can give the principal or designee a written statement to read. After listening to you and reading anything you have provided, the principal or designee may talk to the people you named and anyone else who might have knowledge about the situation, as may be appropriate in the opinion of the principal or designee. After that, the principal or designee will decide if you have broken a rule in the District Code of Student Conduct or a school rule. If he or she decides you have broken a rule, the principal or designee will then determine whether you should be suspended from school, and if so, for how long. You will be told about this decision.

Q. Will my parents know?

A. Prior to the beginning of the suspension, the principal or designee will attempt to telephone your parents and let them know about the suspension. If your parents cannot be reached by telephone, then the principal or designee will record the dates and times contact was attempted. Also, within 24 hours of the decision, a letter will be mailed to your parents informing them of the suspension. If you or your parents claim you did not receive the letter, it will not change the suspension. You will be given another copy of the letter if you request one.

Q. Can you appeal a suspension?

A. You can request the principal reconsider the evidence and decision. However, the principal's decision to suspend a student is final.

Q. How do I make up my work while on suspension?

A. You are encouraged to remain current with all class assignments but are required to obtain your work. The following means are available: 1. Ask fellow students to obtain the class work for you. 2. Contact your teacher via email or phone. 3. Access teacher websites or weekly assignment sheets, if available.

All makeup work is due on the day of your return from suspension. In the case of in-class activities such as labs, tests, quizzes, class projects, etc., the teacher will determine a reasonable amount of time for assignments to be completed.

Disciplinary Reassignment

The School District of Manatee County offers an alternative program for students who struggle with behavioral issues in their current setting or create a concern for the safety of others. Pursuant to School Board policy, the Superintendent of Schools or designee may decide to reassign you, if it is determined to be in your best interest, or the best interest of the school. If your actions create a concern for the safety and welfare of any student or staff member or substantially interferes with the safe and orderly operation of a school, you are eligible for reassignment to an alternative program under the School Safety reassignment process, regardless of any current or past patterns of behavior. These acts would normally involve infractions such as battery on a school board employee, causing substantial injury or mental distress to others, threats to commit acts of violence, sexual misconduct, weapon or drug-related behaviors, or any variety of criminal acts committed on a school campus. Likewise, being charged with an off-campus criminal act by law enforcement, which creates a concern for the safety and welfare of students or staff, or which substantiates a pattern of unsafe behavior may result in a School Safety reassignment, per ss 1006.09, 1006.147, and 1006.13.

You may also be referred for a School Safety Reassignment to the alternative program for persistent behaviors which substantially disrupt the learning environment and are not mitigated through school-based interventions. Such behaviors may include interfering with instruction; the use of profane or offensive language or gestures; disrespect towards school staff; defiance of school staff; theft, destruction, or improper use of school equipment; possession of contraband or prohibited items; or continually being out of area. You may also be referred for reassignment for patterns of behavior which substantially interfere with the educational rights of other students. These behaviors may include acts such as bullying, harassment, extortion, threats, theft, fighting, or any conduct which is disruptive to the orderly educational process in the classroom.

If you are assigned to an alternative program for disciplinary reasons, you cannot be present on any other school grounds or on any Manatee School District property at any time. If you have been reassigned to an alternative program for disciplinary reasons, you may instead choose to attend another school outside the district. However, your academics, attendance, and behavior must be evaluated in a physical setting with peers in order to return to any Manatee County school. Virtual or purely online programs are not an acceptable alternative without specific review and authorization from the district office of Drop-Out Prevention and Alternative Programs.

Expulsion

You can be expelled (excluded) from school by the School Board for the remainder of a school term or school year and one additional year of attendance. During the time you are expelled, you may or may not receive educational services. Students who commit violent acts that involve the use of a firearm as defined in the Code of Student Conduct will be expelled, with or without educational services. All other students will be evaluated on a case-by-case basis and where possible, recommendations for diversionary or intervention programs will be made in lieu of arrest or expulsion.

EXPULSION AND DISCIPLINARY REASSIGNMENT Q & A

If you are found to be guilty of a severe breach of conduct or are guilty of continuing misconduct, the principal or designee may suspend you for up to 10 days after following the suspension procedures and recommend to the Superintendent or designee that you should be expelled or reassigned to another school or program. All alternative placements and expulsion recommendations for students with disabilities are made by the appropriate IEP or 504 team.

Q. What happens if the principal recommends reassignment to another school or program?

A. The principal will refer the case to the Office of Drop-Out Prevention and Alternative Programs to determine whether it should move forward or be declined. If approved, you will either be directly assigned to another school or program or have your case go before the School Safety Reassignment Committee for deliberation. Any vote by the committee will be the recommendation made to the Superintendent or designee. Should you be reassigned, you will be provided information concerning the school or program and instructions on how to enroll.

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Q. What is the School Safety Committee?

A. A group of district and school administrators which evaluate the facts of each case and the student's history to make recommendations for reassignment to an alternative program. The Committee is additionally charged with evaluating the interventions attempted by the school, prior to the reassignment referral being submitted.

Q. Can the recommendation of the committee be appealed?

A. You may appeal the decision to the Office of Alternative programs and Drop-out Prevention. Facts of the case must be appealed to the principal if the reassignment referral is being forwarded by the school for on-campus behavior.

Q. What happens if my principal recommends expulsion?

A. Your principal may recommend an expulsion to the Director of Student Services. The Director will in turn listen to the facts of the case and make a recommendation to the Superintendent. However, only the School Board can expel a student. If the Superintendent agrees with the recommendation, the District General Counsel or designee will inform your parents in writing about the recommendation and why expulsion is being recommended. The notice will additionally inform your parents they can request a hearing.

Q. What happens if my parents do not request a hearing?

A. The School Board will take final action on the recommendation for expulsion without a hearing. By not requesting a hearing, you are admitting that you did what you were accused of doing.

Q. What happens if I request an expulsion hearing?

A. The School District General Counsel will notify you when and where the hearing will be conducted. The Office of Dropout Prevention and Alternative Programs will inform your parents of the procedures involved and your procedural rights. At the hearing, the General Counsel, on behalf of the Superintendent, presents the evidence in support of the recommendation for expulsion. You, your parents, your attorney or other qualified representative will be permitted to cross examine witnesses and offer evidence on your behalf, including your testimony. The cost of your attorney will be your parent's responsibility. Your parents may elect to have the hearing open or closed to the public.

Q. What procedures govern the expulsion hearing?

A. The expulsion hearing is governed by sections 120.569 and 120.57(2), Florida Statutes. A copy of those sections will be provided to you upon request.

Q. What happens after the expulsion hearing?

A. The School District General Counsel will submit to the School Board a recommended order consisting of findings of fact, conclusions of law, and a recommendation on the expulsion. You, your parents, or your attorney will have an opportunity to submit written objections to the

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recommended order. The School Board is limited on what it can do with respect to the recommended order by section 120.57 (1), Florida Statutes.

Q. Who makes the final decision to expel me?

A. The School Board will make the final decision on whether you should be expelled and if so, for how long. The School Board will also decide if you will receive educational services during your expulsion. Your parents may elect to have the School Board meeting open or closed to the public.

Q. How long can the School Board expel me?

A. You can be expelled for the remainder of the current school year and one additional school year. A student who is serving an expulsion during the last semester of his or her senior year may not participate in the graduation ceremony.

Q. Can I appeal the School Board's decision to expel?

B. You can appeal the School Board's decision to the Second District Court of Appeal in Tampa. You must do so within 30 days of the time you are expelled; you may or may not receive educational services.

Felony Arrests

Students are required to self-report any felony arrest to their principal within 48 hours of the arrest. An arrest that would be a felony if the student were an adult must also be self-reported. The principal will review information about the arrest to determine, after conferring with the Executive Director of School Management, whether the student should be suspended from all extracurricular activities and possibly suspended from school~~,~~ or reassigned to an alternative placement. Failure to self-report such an arrest may result in suspension from all extracurricular activities for a minimum of one calendar year and suspension from school or reassignment to an alternative placement.

Extension of Ten-Day Suspension

If the principal suspends you for 10 days, the Superintendent may extend your suspension until the outcome of the criminal charges that have been filed against you. During your suspension, pending the outcome of the criminal charges, you will be assigned to an alternative educational program.

Criminal Victimization

In accordance with F.S. 1006.13, students who are found to have committed certain felony offenses against another student are prohibited from attending the same school or riding on the same school bus with the victim or the victim's siblings. According to F.S. 1006.13(5)(d), "The offender, or the parents of the offender if the offender is a juvenile, shall arrange and pay for transportation associated with or required by the offender's attending another school or that would be required as a consequence of the prohibition against riding on a school bus on which the victim or a sibling of the victim is riding. However, the offender or the parents of the offender may not be charged for existing modes of transportation that can be used by the offender at no additional cost to the District School Board."

Corporal Punishment

The use of corporal punishment is prohibited. This prohibition extends to parents or guardians on school grounds.

REPORTS TO LAW ENFORCEMENT AGENCIES

The School Board views disruptive and criminal acts, and those which may affect the health, safety and welfare of, or pose a legitimate threat to those on a school campus, as extremely serious in nature. In addition to disciplinary action administered at the school level, certain acts are expected to be reported to law enforcement as required by the State Attorney Office. The actions of law enforcement do not dictate the corrective measure enforced by the school.

LIMITED ROLE OF LAW ENFORCEMENT

To help avoid the unnecessary criminalization of our students, law enforcement action should be limited to situations when it is necessary to protect the physical safety of students and staff or appropriate to address criminal activity. Law enforcement involvement should not be requested in a situation that can be safely and appropriately handled by a school's internal disciplinary procedures.

THE COACH AARON FEIS SCHOOL GUARDIAN PROGRAM

Like law enforcement, school guardians hired through the Coach Aaron Feis School Guardian program in Manatee County are in place to help ensure the physical safety of our students, staff, and school community. School guardians are not to be involved in student discipline matters unless it is a matter of safety. School guardians additionally have no authority to act in any law enforcement capacity, except to the extent necessary to prevent or abate an active assailant incident.

REPORTS TO DEPARTMENT OF CHILDREN AND FAMILIES (DCF)

All employees of the District have the responsibility to report all actual and suspected cases of child abuse, abandonment or neglect. They also have the responsibility to comply with child protective investigations and all other provisions of law related to child abuse, abandonment or neglect. All employees of the District shall have immunity from liability if they report such cases in good faith. Abuse is defined as "any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired."

REFERRALS TO MENTAL HEALTH AGENCIES

If you present a concern for the safety of others, due to your actions or words, as determined by your school or district administration, law enforcement, or a threat management team, you will be referred for mental health services, per F.S. 1012.584. These services may be provided on campus or through off-campus mental health providers that partner with our district. In the event you present an immediate concern for the safety of yourself or others, the Marchman or Baker Acts may be enacted (see Page 4) to ensure an appropriate mental health examination and intervention(s) occur. This may result in an involuntary examination and removal from campus, pursuant to F.S. 394.463. Such contact may be in person by a mental health professional or using telehealth as defined in F.S.456.47.

SELF-REPORTING UPON INITIAL REGISTRATION

Upon initial registration in any district school from another district, state, charter, home or private school, you are required per F.S. 1006.07 to self-report any previous school expulsions, prior arrests resulting in charges, Juvenile Justice actions, and referrals to mental health services. You are also required to report any placements in an alternative setting for disciplinary or safety reasons. Students found to have been expelled or placed in an alternative program in lieu of expulsion from another school or district may serve any remaining duration of the original

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expulsion as outlined in F.S. 1006.07.

DISCIPLINE FOR STUDENTS WITH DISABILITIES (SECTION 504 AND IDEA)

If you are an IDEA or Section 504 eligible student and have an Individualized Education Plan (IEP) or Section 504 Plan, you are expected to comply with the District Code of Student Conduct and school rules just like any other student. If you violate the District Code of Student Conduct or school rules, you are subject to discipline just like any other student. There are, however, some special rules dealing with suspensions, assignments to alternative programs, and expulsions.

Q. How are In-School Suspensions handled?

A. If a student with a disability receives an in-school suspension, the student's IEP or Section 504 Plan will continue to be in force. An in-school suspension is not considered an out-of-school suspension if the IEP or Section 504 Plan is followed.

Q. Can a student with a disability receive an out-of-school suspension?

A. Yes. A student with a disability may be suspended from school just like any other student and will not receive any educational services during the suspension.

Q. Can a principal use other forms of discipline with a student who has a disability?

A. Yes. A principal or designee may use any other form of in-school discipline when dealing with a student with a disability who has violated the District Code of Student Conduct or a school rule, provided that non-disabled students are disciplined the same way. Such discipline actions may include detentions, in-school suspension, extra school, Saturday school, or exclusion from extracurricular activities or field trips.

Q. What happens when a student with a disability reaches ten days of Out-of-School Suspension?

A. School personnel familiar with the student and the student's IEP or Section 504 Plan will meet with the parents as a team. For both IDEA and Section 504 eligible students, this team will determine if the student's disability is causing the misconduct (Manifestation Determination) and whether changes to the IEP or Section 504 Plan are necessary. For the IDEA eligible student, this team will also ensure a current Functional Behavioral Assessment (FBA) and a Behavior Intervention Plan (BIP) are in place, or recommend changes to either document.

Q. Can a student with a disability be reassigned to another school?

A. Yes. A student with a disability may be reassigned to another school, provided certain conditions are met. Students with disabilities may be reassigned to an alternative program for persistent disruptive behavior, only if that behavior is determined to not be substantially related to or caused by their disability and a current FBA and BIP are in place. Students may be also reassigned to an alternative program for behavior which represents a concern for the safety of other students or staff or the orderly operation of a school. If committed on campus, these acts must also not be substantially related to or caused by the student's disability.

Q. If a student with a disability has a weapon, illegal drugs or causes serious bodily injury to someone, what disciplinary actions may be taken?

A. When a student with a disability commits one of these infractions at school or at a school-

related function, that student may be subject to the same administrative action and for the same length of time as a non-disabled peer - provided the behavior is determined to not be a manifestation of their disability. Even if the behavior is determined to be a manifestation of the student's behavior, he or she may be removed to an interim alternative educational setting for not more than forty-five (45) school days. Such placement does not require parent consent.

Q. Who determines the interim alternative educational setting (IAES)?

A. The IAES will be determined by the IEP or Section 504 Plan team.

Q. May a student with a disability be expelled?

A. Yes, but only if services are provided by the district.

Q. May a student with a disability be suspended from the bus?

A. Yes. Students with disabilities may be suspended from the bus just as any other student. Responsibility for transporting the student to school would then fall to the parent. However, any days missed during the bus suspension will be counted as an Out-of-School Suspension, unless the parent excuses or documents the absence.

Q. If transportation is a related service identified on the IEP or Section 504 Plan, may a student with a disability be suspended from the bus?

A. Yes. If transportation is a related service identified on the student's IEP or Section 504 Plan, and suspension or expulsion from the bus is recommended, then the bus suspension will be counted as an Out-of-School Suspension if the student is not in attendance.

Q. May a parent or guardian record an IEP meeting?

B. Yes. A parent, authorized representative of a parent, or IEP team member is permitted to record the meeting. He or she must use his or her own recording device and the District will obtain its own recording of the meeting. The District is under no obligation to provide the parent with a transcription of the recording the District obtains on its own equipment. If the District audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.

ENGLISH LANGUAGE LEARNERS

English Language Learners (ELLs) are not to be subjected to disciplinary action exclusively because of their use of a language other than English. However, all School District of Manatee County students, regardless of their ability to speak English, are governed by the Code of Student Conduct.

SECTION 7 ~~CRISIS PROTOCOL~~MISCELLANEOUS

CRISIS PROTOCOL

Providing a safe and secure environment for our students to learn is the top priority of the School District of Manatee County. Measures have been taken to ensure our staff and students are prepared in the event a crisis situation occurs in one of our schools. A comprehensive Crisis Management Plan has been created to guide our staff through a wide variety of situations. Fire drills, tornado drills, lock-down drills, and shelter-in-place drills are practiced at each site to ensure

routines and safety procedures are well established and familiar to all.

In a shelter-in-place, all school doors will be locked and regular classroom instruction continues behind the locked doors. In a lock-down, all school doors are locked and all students and staff are out of view. Classroom instruction is discontinued.

What parents need to know during either crisis:

a. Please DO expect to be notified with a special parent advisory sent home from the school and/or with a telephone message from our telephone notification service when the school is able to provide accurate information and/or the incident is resolved.
b. Please DO cooperate with school and/or district directives.
c. Please DO consult local media for regular updates about the incident. Listen for information updates on local radio and television stations. You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.
d. Please DO NOT call the school because phone lines will be needed for emergency communication.
e. Please DO NOT call your child's cell phone because cell phones are not to be used during a crisis.
f. Please DO NOT go to the school if a crisis situation should occur. Roads are closed, doors are locked and campuses are off-limits to anyone other than authorized personnel.

Pursuant to F.S. 120.54, in the event of an emergency, the Superintendent or the School Board can enact additional rules governing student conduct which shall be enforced as included in this Code of Student Conduct.

Unannounced Lock-down Drills

The principal may conduct unannounced lockdown drills from time to time and will inform parents after the fact about the drill by way of automated telephone calls.

STUDENT AND FAMILY REUNIFICATION PLAN

In case of a school emergency or a natural disaster, you need to be aware of our school's plan for releasing your child. First and foremost, remain calm. Remember, it is our primary concern that students remain safe at all times, and there is a plan for an orderly dismissal and release of our students. When you learn your child's school is in a lockdown situation or any other emergency situation, do not call the school and do not come to the school. Staff will be very busy during an emergency and will not be able to attend to the safety of your children if they have to answer your phone calls. If you come to the school during an emergency, in all likelihood you will not be allowed into the school or even into the inner perimeter set up by emergency responders. The presence of hundreds of parents showing up on the scene will hinder the efforts of emergency responders, which in turn may jeopardize the safety of your child. Instead, if the situation warrants the release of students, direct notification to your listed emergency contact numbers as well as the use of local news media will provide instructions on when and where the release will take place. Students may be bused to an off-site location for their release to parents.

Once an "all clear" is given at the school, and if there is a need to release students for the day, the Student and Family Reunification Plan will be put into place. For the safety of every child, we must document to whom each child is released. Students will only be released to a parent, guardian, or childcare personnel as designated on your child's school *Contact, Medical, and Emergency Form*. When you arrive at the facility where students will be released, proceed to the designated area and plan to do the following:

- Fill out a Student Release Form.

- Present photo identification.
- Move to the Student release area and wait for your child.
- A runner will go to the assembly area, get your child, and bring him or her to the release area. Be prepared to show your ID again.
- Sign for the student and depart.

REMINDER: Your child will be released only to those listed on the *Contact, Medical, and Emergency Form*. It is therefore imperative you keep information on your child's *Contact, Medical, and Emergency Form* up to date, including your cell phone number or other emergency contact information. Please note that if for any reason your child is not picked up, he or she will be placed in an alternate place of safety. These procedures should be shared with everyone you list on the *Contact, Medical, and Emergency Form* so they are familiar with our plan and these concerns. If you have any questions about the Student and Family Reunification Plan, contact your child's school principal.

REGISTER YOUR EMERGENCY CONTACT INFORMATION TODAY!

The school district, in cooperation with TIFF (To Inform Families First) urges you and your family to register your emergency contact phone numbers TODAY. In the event of an emergency, families can be notified more quickly through this service. On the Internet, simply log onto the following website as follows:

www.hsmv.state.fl.us

Click ONLINE SERVICES - EMERGENCY CONTACT INFORMATION

For more information on this important initiative click on:

www.toinformfamiliesfirst.org

ELECTRONIC EQUIPMENT

~~If you are in possession of~~Students may possess cell phones and other non-district issued electronic items at school, on buses, and at school functions provided that during school hours cell phones are silenced and concealed. ~~they may only be used before the morning bell rings and after school,~~The devices shall not be used during the school day unless your school has adopted a process for ~~policy~~ further allowing or restricting the use of personally owned electronic devices. ~~In all other instances, **they are to be kept turned off and out of sight on school grounds** unless an administrator or designee gives permission to use the device. Teachers may also allow you to utilize personal electronic devices for the completion of specific assignments, as a component of your coursework.~~ Pursuant to Section 1006.07, Florida Statutes, a student may not use a wireless communication device during instructional time, except when expressly directed by a teacher, solely for educational purposes. A teacher shall designate an area for wireless communications devices during instructional time." Absent such permission, teachers or other school staff may confiscate your electronic device, per F.S. 1006.07. These electronic devices include, but are not limited to, the following:

- music playback or streaming devices
- camera

- cellular phone (including the camera that may be part of the phone)
- video or digital recorder
- video gaming devices
- computer or tablet (unless specifically authorized for academic purposes)
- Smartwatches or other smart devices when used as a cellular device ~~that may or may not connect to the Internet~~
- Earbuds or headphones

~~If this rule is violated, an administrator may ask you to surrender the device and will hold it until you or your parent comes to retrieve it.~~ Violations of the cell phone policy will be handled in accordance with the SCC and may results in confiscation of said device. Refusal to surrender the device will be considered defiance and will result in appropriate administrative action. If the item is not picked up by July 1~~st~~ following the end of the school year, the item will be deemed abandoned. Each school will determine what to do with abandoned items. Neither the school nor school staff members are responsible for any such items if they are lost, stolen, broken or damaged.

A student may not electronically record any SDMC employee or facility without written or explicit permission. This does not apply to school-sanctioned events or activities that may warrant such recording. Additionally, students may not post to the Internet recordings of fighting, acts of bullying, assault, or battery, whether staged or real – regardless of time or location.

During any district, state, or federally required assessment administration, if you are found with an electronic device that reproduces, transmits, calculates, or records (e.g., a cell phone, camera, or calculator) in your pocket, at your desk, or within your reach during testing, your test will be invalidated. Additionally, the device will be confiscated, and you will be disciplined.

If school officials have reasonable suspicion that electronic items contain ~~evidence of a violation of the Code of Student Conduct, or~~ criminal activity, ~~they may conduct a search of the contents of the electronic item.~~the device may be provided to law enforcement.

TECHNOLOGY AND INTERNET SAFETY POLICY

Technology is an integral part of your educational experience and must be used in a way that is consistent with the goals of the School District of Manatee County (SDMC). Technology includes, but is not limited to, computers, tablets, other electronic devices, software, email, the Internet, and other network resources. Your use of technology is a privilege and you are responsible for using it appropriately. This includes use of district technology while off school property. The following are improper uses of technology:

a. Photographing, recording, or using images of any person without their knowledge or consent.
b. Accessing pornographic or obscene images, language or materials, including screen savers.
c. Transmitting any material in violation of federal, state, local law, School Board policy, regulation, or the District Code of Student Conduct. This ~~includes, but~~includes but is not limited to: copyrighted material; threatening, obscene or pornographic material; test questions or answers; student work products; trade secrets; and computer viruses or malware.
d. Using technology for commercial activities unless explicitly permitted by the School Board.

e. Modifying the original SDMC pre-set software image including, but not limited to: loading software applications not authorized by SDMC; changing the computer name; changing or removing operating system extensions; altering security/filtering software; altering the pre-loaded operating system or application; or taking apart the computer for access to internal parts.
f. Downloading music, games, or videos at any time on a district computer.
g. Using cellular phones or other wireless communication devices during unauthorized times of the school day. Cellular phones, tablets, and other electronic devices may only be used on campus before or after school, unless your school has different policy restrictions, or you have permission from an administrator or designee.
h. Using email, instant messaging, texting, web pages or other technology operations to threaten, disrupt, or interfere with the safety and welfare of the school community, including engaging in cyber-bullying, harassment, or "sexting."
i. Gaining or attempting to gain unauthorized access to SDMC networks, computer servers, or data files.
j. Gaining or attempting to gain unauthorized access to non-SDMC networks, computer servers, or data files utilizing SDMC equipment.
k. Using profanity, obscenity, or other language which may be offensive to another person, or reposting personal communications without the author's prior consent, when using computer network access.
l. Downloading or printing any material that deemed inappropriate by the School District.
m. Attempting to log on to the SDMC network or other district-affiliated systems using another's identity or password.
n. Sharing of logins and passwords to the SDMC network.
o. Bypassing or attempting to bypass SDMC filtering software.
p. Unauthorized disclosure, use and dissemination of personal information regarding students, unauthorized online access by students, including hacking and other unlawful activities and access by students to inappropriate matter on the Internet is prohibited.

NOTE: There is no right or expectancy of privacy on District provided or owned technology. School officials may review any information or files on such technology at any time.

Use of Social Media

The School District of Manatee County allows schools, students, teachers and staff to use social media for enhancing classroom learning and communication among members of the SDMC community. Your use of District-approved social media platforms must be consistent with all aspects of this Code of Student Conduct and must abide by Section 501.1736, Florida Statutes~~.~~

For School Board Policies regarding student use of social media, please see Policy 7544 "Use of Social Media," as well as Policy 7540.03 "Student Technology Acceptable Use and Safety." Those policies can be found in the School Board Policy Manual on the School District website at https://www.manateeschools.net/Page/2186. For Student Social Media Guidelines, please visit the "Parents and Students" page of the School District website at www.manateeschools.net.

DISCLAIMER OF RESPONSIBILITY FOR PERSONAL PROPERTY

Although the school attempts to maintain a safe and secure environment, theft and loss do sometimes occur. All personal property in possession of the student should be identified with the student's name. The school disclaims responsibility for any lost, stolen, broken or confiscated property. Parents send and students bring such items to school at their own risk. Students are expected to turn in to the office any found items.

SECTION VII PUBLIC NOTICES

PARENTAL RIGHTS AND RESPONSIBILITIES

The role of parents, guardians, and families is critical to the healthy growth and development of each of our students. Some of the basic parent rights include:

- To be actively involved in your child's education;
- To be treated fairly and respectfully by the school administration, teachers, and other staff;
- To access information about the Board's policies and procedures;
- To be notified promptly if your child is disciplined for inappropriate or disruptive behavior and informed of the consequences assigned;
- To appeal disciplinary actions taken;
- To receive pertinent, accurate, and timely information about your child's academic progress, in addition to ways you can help your child succeed in school.

School staff and parents must work together to maximize a student's success at school. We are committed to working with and supporting families and we request parents work with and support us. As a parent you are expected to:

Sign in at the Office

Sign in through the Raptor System when you go to any school and before you go anywhere else on the campus. (You must present your driver's license or official picture identification to be scanned for student safety issues.)

Be Involved

Get to know the people at your child's school by participating in teacher conferences and school-parent activities such as Parent-Teacher Association (PTA)/Parent-Teacher Organization (PTO) meetings and School Advisory Council (SAC) meetings. Be actively involved in the learning process at home and in school, such as volunteering, collaborating with teachers on your child's performance in school, and fostering learning at home by providing your child appropriate assistance and monitoring of homework. Participate in your child's elementary report card conferences, which are scheduled following the first and third quarters of the school year.
School Board Policy 2111 Parent/Family Involvement may be accessed on the district website, or you may request a copy at the district office at 215 Manatee Avenue West, in Bradenton.

Provide Information

Each year provide your child's school your current telephone number, home address, work telephone number and emergency contact number. Parents must immediately notify the school of any changes in contact information.

Support School Rules

Understand and support the rules in this District Code of Student Conduct and talk to your child about them.

Support Dress Code
Teach your child to follow the dress code as outlined in this document. Because school is a place to work and learn, dressing neatly and appropriately for school is very important.

Promote Punctuality
Make sure your child arrives at school on time every day. Parents should be aware that if they live within two (2) miles of their child's school, School District transportation will not be provided unless required as a related service for a student with a disability.

Ensure Your Child's Safety
Ensure your child arrives at school no more than thirty minutes before the start of the school day and leaves campus no more than thirty minutes after the school day or activity unless you have made special arrangements with a teacher, administrator or a before/after school care program. Supervision will not be provided beyond that time. Supervision for students attending school activities outside the regular school day such as clubs, dances, carnivals, practices and games will be provided 30 minutes before and after the activity. Be aware that school nursing services are not available at extracurricular activities or before or after the school day. It is the parents' responsibility to provide any medical needs for their children before or after the school day.

Comply with Safety Rules
Adhere to school developed, on-site traffic plans for vehicles when bringing students to school or picking them up after school. If your children are walkers or bicyclists, encourage them to follow safety rules and use pedestrian-safety features where available.

Notify School of Absences
Contact the school when your child is absent and explain the reason for the absence. It is recommended you call the day of the absence, but parents do have 48 hours to notify the school. In situations specified in the attendance section, written documentation will be required by the school.

Notify School When You Move
Notify the school principal in writing if you move from the last address you have provided the school. You must notify the principal within five days of your move. If you have not moved out of your school's attendance zone, your child may continue at that school and may be entitled to transportation. If you have moved out of your school's attendance zone, in many cases your child may remain in the current school through the rest of the school year, but district transportation will not be provided. If the school discovers you have moved and have not provided notification, your child could be assigned to an alternative school or considered to be "found out of that school's attendance area." This could mean an immediate change of school for your child, and your child could be deemed ineligible for athletics and other activities.

Support School Discipline
Work with school staff members to solve discipline or other problems. You should let the school know if something has happened at home that could affect how your child behaves in school.

Provide Correct Student Pickup Information
Be aware that only people whose names and contact information are listed on the Enrollment

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Form may pick up a student from school during the school day. The enrolling parent should complete the Health Information Card. Identification must be shown to the office staff when someone signs out a student from school.

Pay Damages
Be prepared to pay for any damage done to School Board property by your child. If payment is not made and the amount is substantial, the principal will refer the matter to the Superintendent.

Reimburse School
Pay for lost or damaged books or other teaching materials. Failure to pay may mean no other books or materials will be given to your child, your child will not be able to participate in extra-curricular activities or your child will be required to pay the debt through community service at the school. The principal will make those decisions.

Per School Board policy, if you cannot afford to pay for instructional materials or a fee that your child has incurred at school, you may submit a letter to the Superintendent seeking a waiver. Please consult School Board policy for the information necessary to request such a waiver.

Know School's Delivery Policies
Contact the school before delivering items for your child. Allowing deliveries to students is at the discretion of each individual school.

Comply with Cell Phone Policy
If you need to reach your child in an emergency during the school day, contact the front office. ~~Because cell phones and all other forms of electronic communication are to be turned off and put away out of sight once students are at school, parents should not text message or phone their children during the school day.~~Pursuant to Section 1006.07, Florida Statutes, "s student may not use a wireless communication device during instructional time, except when expressly directed by a teacher solely for educational purposes."

Know CHOICE Options
If you want your child to attend a different school, visit the Office of Student Assignment and follow the CHOICE Student Assignment Plan procedures or call them at (941) 708-4971.

Know Parental Rights
Be aware that when parents are divorced or separated, both parents have full rights to participate in the child's school activities and to know what is happening at school. The non-enrolling parent will not be allowed to remove the child from school without the permission of the enrolling parent. A non-enrolling parent has the right of access to student records and information unless a court order prohibits such access.

Curricula and Instructional Materials
In accordance with 1006.28(2)(a) and 1002.20(19)(b), F.S. and School Board Policy 2520, parents have the right to learn about their minor child's course of study, to include the source of any supplemental instructional materials. Parents may request a copy of instructional materials from their child's teacher or may purchase certain materials with a written request to the school's principal. For parents who are interested in learning more about the types and nature of

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extracurricular activities and club offerings, please visit your school's website.

Parents or Manatee County residents who object to the purchase of specific instructional materials on the basis of moral, sexual, religious, or other perceived harms may complete a form available on the district website. The form must be submitted to the Curriculum Department within 30 days of the district adoption of the specific materials. Parents who object to specific content based on sexuality may also withdraw their minor child from those portions of the school district's required comprehensive health education instruction, with a written request to the school principal.

Classroom Transfers

An enrolling parent has the right to request his or her child be transferred to another classroom teacher. **Parents must formally submit the request in writing** and the principal or designee shall approve or deny the transfer within 2 weeks after receiving such a request. If a request for transfer is denied, the principal or designee must notify the parent and specify the reasons for the denial. This provision does not give parents the right to choose a specific classroom teacher.

Classroom and Bus Removals

Per F.S. 1003.04, the parent of each public K-12 student must cooperate with the authority of the student's district school board, Superintendent, principal, teachers, and school bus drivers, according to F.S. 1003.31 and F.S. 1003.32, to remove the student from the classroom and the school bus and, when appropriate and available, to place the student in an alternative educational setting, if the student is disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive.

Healthcare Services

Per Florida's parental bill of rights, at the beginning of each school year, parents will be notified of all healthcare services offered at their child's school and provided with the opportunity to individually consent to or decline each service. Please visit your child's school website for further information.

PUBLIC NOTICES

The Family Educational Rights and Privacy Act (FERPA), affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

The right to inspect and review the student's education records within 30 days of the day the School receives a request for access. Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

The right to request amendment of the student's education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and

advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff); a person serving on the School Board; a person or company with whom the school has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility. Upon request, the school discloses education records without consent to officials of another school in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with requirements of FERPA. The name and address of the Office that administers FERPA are:

FAMILY POLICY COMPLIANCE OFFICE
U.S. DEPARTMENT OF EDUCATION
400 Maryland Avenue,
SW Washington, DC 20202-8520

Annual Notice: Students with Disabilities

Parents have the right to:

a. Have your child take part in, and receive benefits from, public education programs without discrimination due to his/her disabling condition(s).
b. Receive prior notice with respect to identification, evaluation, or educational programming for your child.
c. Have your child receive a free appropriate education.
d. Have your child receive educational services in facilities which are comparable to those provided to non-handicapped students.
e. Examine your child's educational programming decisions made, based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
f. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
g. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by the district.
h. File a local grievance with the local school district's grievance officer.

i. File a complaint with the Office for Civil Rights (OCR).
j. Take action through Civil Court.
k. Be represented by an attorney or legal counsel.
l. Request an impartial hearing regarding district decisions concerning the identification, evaluation, or educational programming for the students. The parent/guardian and their legal representative will have full opportunity for participation.
   - The hearing request must be made to the Superintendent of the District.
   - The hearing will be held by an impartial hearing officer qualified to hear 504 proceedings.

Notification of Student Social Security Number Collection and Usage

In compliance with Florida Statute 119.071(5), this statement provides notification of the purpose for the collection and usage of student social security numbers by the School District of Manatee County. According to F.S.1008.386, When a student enrolls in a public school in this state, the district school board shall request that the student provide his or her social security number and shall indicate whether the student identification number assigned to the student is a social security number. However, a student is not required to provide his or her social security number as a condition for enrollment or graduation. A student satisfies this requirement by presenting to school enrollment officials his or her social security card or a copy of the card. The Department of Education shall establish a process for assigning a Florida student identification number to each student in the state, at which time a school district may not use social security numbers as student identification numbers in its management information systems. The Commissioner of Education shall assist school districts with the assignment of student identification numbers to avoid duplication of any student identification number.

Service Animals

Subject to specific guidelines, certification, and authorization by the School District of Manatee County, students with disabilities or other medical issues are permitted to have service animals accompany them during the school day. Service animals are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, alerting people to the presence of potentially deadly food allergens, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Please contact your school administration for initiating the process of using a service animal in any Manatee County school.

Military Transfers

Priority is given to the dependent children of active duty military personnel transferring to the School District of Manatee County. Military transfer priority is granted only at the time of the initial military transfer to the district and does not apply to future county-wide program application periods. By state law, dependent children of active duty military personnel transferring into the district are given first priority for placement at the time of their initial transfer. Students who participated in special programs and extracurricular activities at their transferring schools will be given priority access to the same programs and extracurricular activities when available (Florida

Statute 1003.05).

Notification of Availability of School Public Accountability Report
The annual school public accountability report is available online through the Florida Department of Education. Please visit the site and select Manatee County, then the appropriate school.

Video Surveillance on School District Property
In order to maintain a safe environment for students, staff and the public, and to control vandalism and criminal activity on School District property, the District has installed and will utilize video surveillance systems on School District property, including school buses. Any activities recorded on the video cameras may be used for school discipline or for law enforcement purposes. Federal and state law governs disclosure and use of video material, and such material could become part of a student's record. Requests for school videos are exempt under Florida Statute as well as FERPA -34 CFR s. 99.12, unless under a subpoena.

Student Identification
You must have your student ID on you at all times when you are on a school campus or on any district bus. If your school requires you to wear or otherwise display your student ID, then you must follow all procedures pursuant to that rule. You must also display your student ID and have it scanned, each time you board a district bus.

Pledge of Allegiance
F.S. 1003.44 requires the Pledge of Allegiance be recited at the beginning of each school day. When the national anthem is played or the pledge is recited, students and all civilians shall stand at attention, men removing the headdress, except when such headdress is worn for religious reasons. When the pledge is recited, students shall stand with the right hand over the heart. With a written request by a student's parent or guardian, a student will be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect to the flag by standing at attention. When the Junior Reserve Officer Training Corps (JROTC) Color Guard presents the colors for the national anthem or Pledge of Allegiance at a school or district function, the audience is asked to rise before the procession begins from the back of the room. The audience remains standing after the pledge or anthem and during the entire time the Color Guard walks to the back of the room. The audience remains standing until the Color Guard is dismissed.

Moment of Silence
Per FS 1003.45, the principal of each public school shall require teachers in first-period classrooms in all grades to set aside at least 1 minute, but not more than 2 minutes, daily for a moment of silence, during which students may not interfere with other students' participation. A teacher may not make suggestions as to the nature of any reflection that a student may engage in during the moment of silence. Each first-period classroom teacher shall encourage parents or guardians to discuss the moment of silence with their children and to make suggestions as to the best use of this time.

The Hope Scholarship Program
If you have been subjected to a range of violent incidents on campus, to include battery, harassment, hazing, bullying, kidnapping, physical attack, robbery, sexual offenses, assault, threat, intimidation, or fighting, your parents may choose to withdraw you from your zoned school

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and enroll you in another public school that has capacity, or to request a scholarship to attend an eligible private school. Requests for scholarships to participating private schools is on a first-come, first-serve basis and is subject to available funding and other restrictions, per F.S. 1002.40.

Entering Areas Intended for the Opposite Sex

Based upon legislative changes in the law, if you enter an area on campus designated for the opposite biological sex and refuse to immediately leave when asked, there may be a criminal penalty for students age 18 and above under F.S. 553.865. In addition, school discipline can be imposed for all students as outlined in the appropriate grade-level matrix for entering areas on campus designated for the opposite biological sex that will also include defiance. Schools will work with students who have privacy concerns for reasonable accommodations for an undesignated bathroom.

PUBLIC NOTICES WITH PARENTAL OPT-OUT PROVISIONS

Directory Information/Photographs/Publications

FERPA also requires that the School District, with certain exceptions, obtain written parental consent prior to the disclosure of personally identifiable information from a child's education records. However, the School District may disclose appropriately designated "directory information" without written consent, unless the parent has advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the School District to include this type of information from a child's education records in certain school publications. Examples include:

- A playbill, showing a student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks and law enforcement agencies. If parents do not want the School District to disclose directory information from their child's education records without prior written consent, they must notify the District in writing by September 15 of each year or within 30 days of receiving this annual notice. The School District has designated the following information as directory information:

- Student's name
- Electronic mail address
- Photograph or other likeness (with parental consent)
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports

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- Weight and height of athletic team members
- Degrees, honors, and awards received
- The most recent school attended

NOTE: Objecting to the release of directory information may result in your name, photograph and other directory information being excluded from yearbooks, sports programs, and other school publications. Both parents have a right to see the school records of their child unless there is a certified copy of a court order on file at the school that specifically denies the right to access school records. Copies of school records are available for minimal copying charge. If you have any questions about these rights, please contact your school office.

Military Opt-Out Procedures

Under federal law, military recruiters are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students unless you object to such release. **You or your parents must notify your principal in writing if you do not want your name, address and telephone number released to military recruiters without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless you otherwise provide written notification to your principal.** A military opt out form is available on the District web site: www.manateeschools.net. You may also request a copy of the form at your school's main office.

Higher Education Opt-Out Procedures

Under federal law, institutions of higher learning are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students, unless you object to such release. You or your parents must notify your principal in writing if you do not want your name, address, and telephone number released to institutions of higher learning without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless you otherwise provide written notification to your principal.

Notification of Rights under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding the District's conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

1. Consent before students are required to submit a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education: a. Political affiliations or beliefs of the student or student's parent; b. Mental or psychological problems of the student or student's family; c. Sexual behavior or attitudes; d. Illegal, anti-social, self-incriminating, or demeaning behavior; e. Critical appraisals of others with whom respondents have close family relationships;

f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers; g. Religious practices, affiliations, or beliefs of the student or parents; or h. Income, other than as required by law to determine program eligibility. 2. Receive notice and an opportunity to opt a student out of: a. Any other protected information survey, regardless of funding; b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or

screening permitted or required under State law; c. Activities involving collection, disclosure, or use of personal information that has been obtained to market or to sell or otherwise distribute the information to others; and d. In accordance with s. 1002.222(1)(a), the right to opt out of any district-level data collection not required by law. 3. Inspect, upon request and before administration or use, the following: a. Protected information surveys of students; b. Instruments used to collect personal information from students for any of the above for marketing, sales, or other distribution purposes; and c. Instructional material used as part of the educational curriculum. These rights transfer from the parents to the student who is 18 years old or an emancipated minor under State law. Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5901

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Code of Conduct Committee Members

We would like to recognize and thank the following members of the School District of Manatee County and our surrounding community for contributing to the development of the 2024-2025 Code of Student Conduct.

Patrick Bartholmew – Director of Safety and Security
Larissa Bennett – School Counselor Coordinator
Dr. Laurie Breslin – Executive Director of Student Support and Family Engagement
Kevin Chapman – Executive Director of Administration
Steven Chronis – District Threat Management Coordinator
Travis Cochran – Assistant Principal, Manatee High School
Ginger Collins – Principal, Southeast High School
Pamela D'Agostino- General Counsel
Michelle Danowski – Assistant Principal, Freedom Elementary School
Ashly Dohme – Assistant Principal, Parrish Community High School
Maria Gil – Assistant Principal, Bashaw Elementary School
Melanie Johnson – Assistant Director of Transportation
Lt. Julio Jordan-Escalona – School Resource Officer
Bill Kelley – Director of Risk Management
Rachel Kendzior – Parent Representative
Ronnie King – Principal, Lincoln Middle School
Dr. Terrance Marshall – Assistant Principal, Electa Lee Middle School
Maribeth Mason – Associate Director, ESE
Colleen Maynard - Assistant Director, Manatee Technical College
Mario Mendoza – Coordinator, Migrant Education
James Mennes – Principal, Mills Elementary
Jennifer Moore – Assistant Principal, Abel Elementary School
Amy Ross Bradl – ESE Teacher, Willis Elementary School
Sharon Scarbrough – Executive Director of Secondary Schools
Dr. Angela Schmitz – Specialist, Neglected and Delinquent
George Schrier- Director of Student Services
Matthew Sevarino – Parent, Southeast High School
Nick Sevarino – Student, Southeast High School
Jacob Sponsel – Assistant Principal, Nolan Middle School

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We would like to recognize and thank the following members of the School District of Manatee County and our surrounding community for contributing to the development of the 2023-2024 Code of Student Conduct. A very special thank you to the students and parents of Manatee County Youth Commission and their advisor Ally Bergman.

Brad Baietto – Assistant Principal, Braden River Middle School

Patrick Bartholomew – Director of School Safety and Security

Larissa Bennett – School Climate Coordinator

Amy Bradl – Teacher, Willis Elementary School

Phil Burghardt – Parent Task Force

Kara Carney – Teacher – Rogers Gardens-Bullock Elementary

Paul Champagne – Assistant Principal, Parrish Community High School

Kevin Chapman – Director of Strategic Planning

Willie Clark – Executive Director of Secondary Education

Kimone Cooper – Assistant Principal, Buffalo Creek Middle School

Shelly Decesare – Principal, Electa Lee Middle School

Scott Flynn – Assistant Principal – Prine Elementary School

Dr. Jennifer Gilray – Assistant Director, Manatee Technical College – Main campus

Samara Hemingway Primous – Principal, Samoset Elementary School

Bill Kelley – Director of Risk Management

Mario Mendoza – Coordinator, Title One and Migrant Programs

Mike Mullen –Principal, Martha B. King Middle School

Joe Roberts – Exceptional Student Education Coordinator

Quantas Simmons – Assistant Principal, Palmetto High School

Latrina Singleton – Director, Federal Programs

Mitch Teitelbaum – General Counsel, School District of Manatee County

Samantha Webb – Principal, Abel Elementary School

Dr. Skip Wilhoit – Safe Schools, Drop-Out Prevention & Student Intervention Specialist

CPT Stanley Schaeffer - Selective Enforcement Division Commander – MCSO

LT Julio Jordan – SRO Unit Supervisor – Manatee County Sheriff's Office (MCSO)

LT Shannon Seymour – SRO Unit Supervisor – Bradenton Police Department

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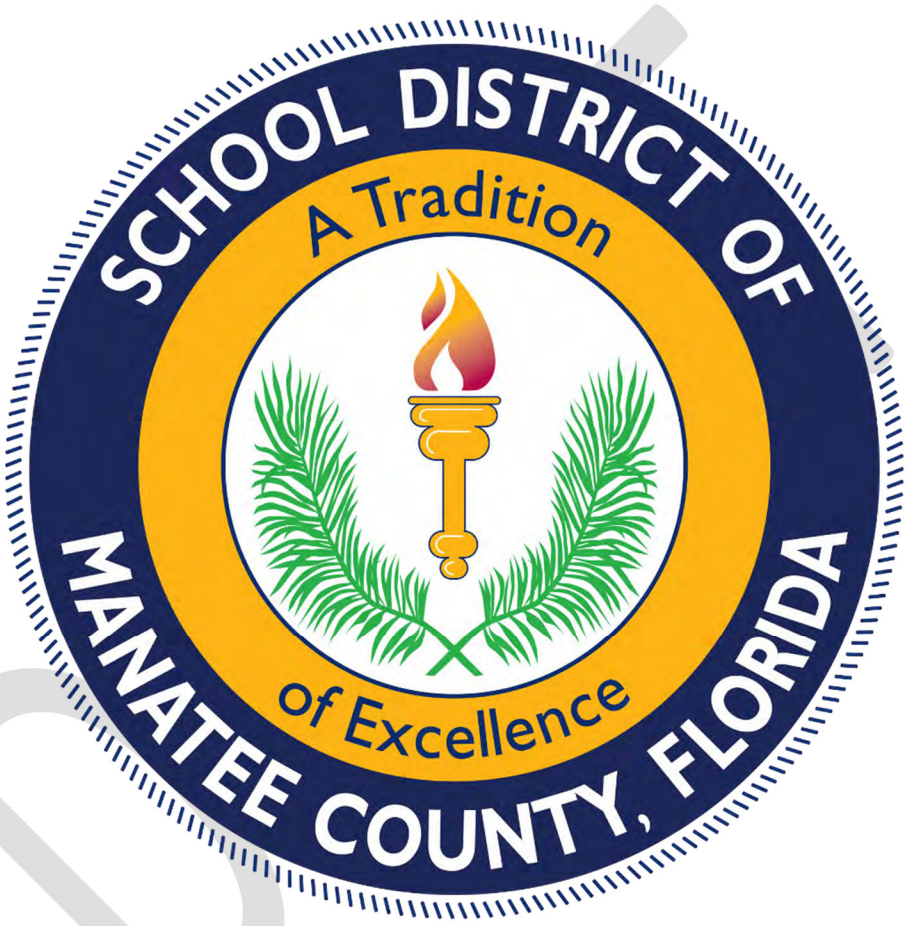
Educating & Developing All Students Today



For Their Success Tomorrow

AGENDA ITEM NO. 12.3

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
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 23, 2024 (General Fund)

Executive Summary
The School Board annually approves the School District of Manatee County Student Progression Plan, which defines the criteria for graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes and current and local needs. The attached revisions and change log document the District's annual updates to Student Progression, Elementary School, Middle School, High School and K-12 - Virtual Education. Approving the advertising and setting of a Public Hearing assures compliance with the provisions of Section 120.54 (3) (a) 1, Florida Statutes.

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

Recommendation
The Superintendent recommends 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 23, 2024 (General Fund).

Financial Impact
The cost to implement this agenda item will not exceed $250.00 for advertising in the newspaper. The funding source for this expenditure is the general operating fund and is included in the Board's approved budget for 2023-2024.

Contact
Submitting Department: Curriculum and Instruction
Initiated By: Derek Jensen

Attachments:
2024-25 SPP Revisions DRAFT
2024-25 Student Progression Plan Change Log

Student Progression Plan Notice

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through 12. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes and current and local needs.

Changes may be made to the School District of Manatee County Student Progression Plan at any time pending new legislation or interpretation of legislation from the Florida Department of Education.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students.

For purposes of this document, pursuant to Florida Statute, "Parent" is either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent (FS 1000.21(~~5~~6)).

For more information, see Florida Department of Education website – www.fldoe.org.

School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770

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General Information (K-12), Section 4.9

I. Admission and Enrollment

To enroll a student in school in the School District of Manatee County (SDMC), the parent must have physical custody of the student at least 50% of the time and certify that fact on the enrollment form. The address of the enrolling parent will be used for purposes of pupil assignment to a school. If parents are separated or divorced, the student will not change schools when the student stays with the non-enrolling parent, unless there has been a documented change in custody.

For the purpose of this policy, the term "parent" is defined as either or both biological or adoptive parents of a student, or any legal guardian of a student. The term "legal guardian" includes any guardian established by court order or a guardian-in-fact established by the filing of a proper Guardianship Affidavit with the District.

Step-parents have no legal rights regarding enrollment and school activities, unless guardianship to act on behalf of the spouse is established. A "change in custody" occurs when a child who was living with the enrolling parent at least 50% of the time~~,~~ no longer lives with the enrolling parent at least 50% of the time. The enrolling parent will not be changed unless both parents agree, changes to the parenting plan or other legal documentation is presented expressly directing this change and/or there is a change of address outside of the zoned school boundary.

Any Florida student who resides outside of Manatee County who wishes to attend the School District of Manatee County must have permission from both the school district of his or her residence and the Manatee County School District. The Superintendent or designee is authorized to give permission. Students must apply annually; ~~Any~~ any student who receives permission prior to the start of the school year will be granted permission for the upcoming school year only. Any student receiving permission to attend after the first day of school will be granted permission to complete the current school year only. The student must maintain acceptable attendance, discipline, and academic requirements. The student does not have a property interest in attending the school, and the Superintendent may revoke the student's permission to attend at any time.

First Enrollment

Prior to the student's first day, the school must have received the documentation detailed below as required by Section 1003.21, Florida Statutes. Enrollment at Manatee schools may be completed at the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration).

Students may only be released from school to those who are listed in the Pick-Up/Emergency Contact list completed during registration. The enrolling parent is responsible for notifying the school of any updates or changes to the information given during registration.

For students who are experiencing homelessness and do not have access to the required documents, please see the general information section 4.9 Homeless Students on page 12.

Florida Statute 1003.21 requires a child be five (5) years old on or before September 1st. Parents who provide a

passport for proof of age must also provide documentation of proof of parentage, proof of legal custody and/or guardianship, or any other evidence that one is a parent as that term is defined under F.S. 1000.21(6~~5~~). In the event that such documentation is not available, the person registering the child must present, at the time of registration, an affidavit sworn to by the parent, that he/she is the parent, legal guardian, or otherwise as defined by the statute above.

1. Verification of Age - One of the following documents must be provided:
    - An original or certified copy of child's birth certificate
    - A certificate of baptism, accompanied by parent's affidavit
    - An insurance policy
    - An original or certified copy of a religious ceremony certificate, accompanied by Parent's Affidavit
    - A passport
    - A copy of the student's school record
    - An affidavit of age sworn by parent, accompanied by a medical practitioner's statement
2. Evidence of immunization against communicable diseases

Florida law (1003.22 F.S.) requires that students attending Florida schools, (public, private and charter) have the following documentation on file in their school health records:

- ~~Physical~~ Health exam (DH-3040 or equivalent) COMPLETED and SIGNED by a health professional who is licensed in Florida or in the state where the student resided at the time of the health examination~~,~~ and who is authorized to perform a general health examination under such licensure. The exam must be completed within the ~~12 months~~1 year prior to the child enrolling in a Florida School. Children are not admitted to school without a ~~physical~~ health exam. Contact a medical provider (doctor/clinic) for a school ~~physical~~ health exam (DH-3040).
- ~~Certificate of Immunization~~Immunization Documentation:
    - Certificate of Immunization (DH 680) with all immunization dates~~/or disease date(s)~~ completed and/or updated by ~~the health care~~the medical provider. Students entering the designated grade levels are required to show proof of these vaccines or a valid medical~~/religious~~ exemption before entry into school; or~~.~~
    - Religious Exemption from Immunization (DH 681)

3. Proof of Manatee County Residency -Schools will accept one of the following sets of documents:
    - A copy of a current water bill, electric bill, lease agreement, or proof of home ownership in parent's name, with address and name of parent/legal guardian as receiving the service
    - A copy of a Migrant Services Certificate of Eligibility
    - An official letter from company which is providing housing with name of parent (for example, migrant camp)
    - A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide one of the listed requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

4. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any special education records (such as IEP) that might assist in placement of students in the appropriate classes~~.~~:

- Last report card
- Withdrawal Form
- Proof of attendance and successful completion of kindergarten for a 1st grader who attended a private kindergarten for a full year
- Copies of any special education records such as evaluation reports, eligibility forms, IEP, 504, or EP.
- Transcripts are required for students with high school credit to determine progress toward graduation

Entry from another Manatee County School

Upon initial admission or entry from one attendance zone to another in SDMC, evidence of residence must be presented to the receiving school. All addresses are subject to verification by the School Board.

Parent must provide the following documents:

1. Manatee School Enrollment

   Manatee School Enrollment may be completed at the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration). Changes can only be made by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section. The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration.

2. Proof of Manatee County Residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility
   - An official letter from company which is providing housing with name of parent (for example, migrant camp)
   - A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

3. Withdrawal form from previous school.

Entry from a Public or Private School within Florida

Parent must provide the following documents:

1. Manatee School Enrollment

   Manatee School Enrollment may be completed at the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration). Changes can only be made by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration.

   The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration.

2. Proof of Manatee County residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility
   - An official letter from company which is providing housing with name of parent (for example, migrant camp)
   - A residency letter from Project HEART Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

3. Withdrawal form from previous school.
4. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any special education records (such as IEP) that might assist in placement of students in the appropriate classes~~.~~:

- a. Last report card
- b. Withdrawal Form
- c. –Proof of attendance and successful completion of kindergarten for a 1st grader who attended a private kindergarten for a full year
- d. Copies of any special education records such as evaluation reports, eligibility forms, IEP, 504, or EP.
- e. Transcripts are required for students with high school credit to determine progress toward graduation
- f. Students that have reached the age of 7 or above who do not have proof of prior education via homeschool, private or traditional school transcripts will be placed at an age-appropriate grade level.

Entry from Home Education

Students who are participating in a home education program may be admitted to SDMC on a full-time or part-time basis. The student seeking entry must meet the same registration requirements as full-time students [F.S. 1002.41]. Students transferring to SDMC from home education as full-time students must have documentation to verify academic history in the form of a transcript, annual evaluation, or portfolio as outlined in section 1002.41 F.S. Home education students must register for all courses prior to the start of the semester they will attend. Home education students who are excluded from a class because the course is not offered or due to space limitations at their zoned school may be assigned to another school if there is available space.

The school principal will establish the time and place for arrival and departure of home education students. SDMC is not responsible for the transportation of students in a home education program to or from the school. Students who attend on a part-time basis are subject to all applicable rules and regulations pertaining to full-time students. Students who are participating in a home education program may participate in extracurricular activities. Participation is on a space available basis, and students must meet the same registration requirements as full-time students [F.S. 1002.20(18)(b)].

Over-Age Students Who Interrupt Their Education

The following procedures are to serve as a guide for appropriate placement. The final decision will be made by the school principal of the regular school and the Supervisor of Alternative Education.

1. Except as provided in (4), (5), (6), and (7) below, a student seventeen years of age or older who has interrupted his or her high school education and who subsequently desires to enroll in Manatee County Public Schools may enroll in county adult programs or alternative programs. The student may not enroll in a regular high school except in extenuating circumstances approved by the principal of the regular school and the Supervisor of Alternative Education. The principal will determine if enrollment is

appropriate. Parents of students who are not enrolled may appeal the principal's decision to the Executive Director of Secondary Education.

2. Except as provided in (4), (5), and (6) below, students may not enroll in or continue in a regular high school for more than eight semesters, unless the principal approves the enrollment beyond eight semesters. The principal will consider the reason the student wants to continue high school, the educational progress to date, and the student's commitment to education. If the principal does not approve enrollment in the regular high school beyond the eight semesters, the student may enroll in county adult programs or alternative programs. The semester count begins the first semester a student enrolled in ninth grade at any public or private school.

3. Except as provided in (4) below, students may not enroll in or continue in a regular high school if they cannot earn the number of required credits to graduate by their 20th birthday. The student may enroll in county adult programs or alternative programs.

4. For students with disabilities who have not graduated with a Standard Diploma, the district will provide services until the end of the school year in which the student turns 22 years old, providing that the student was 21 years old on the first day of school.

5. English Language Learners (ELL) who have completed the credits required for graduation and who have failed to meet the 10th grade standards as measured by the required state assessments shall be eligible for compensatory education for "a thirteenth year" as provided in Section 1003.433.F.S. Students who have an ELL Entry Date of two or fewer years may be eligible for the Alternate Pathway for ELLs to meet the ELA graduation requirement (1003.433(3), F.S.).

6. If a foreign-born ELL student without records enters school, the student must be placed age appropriately (14= 9th grade, 15= 9th or 10th grade, 16=10th grade, and 17=11th grade), and the Uniform Transfer Records Guideline Verification Process must be followed.

7. Per the State of Florida Consent Decree and the Office of Civil Rights, no student may be denied enrollment in the regular high school program on the basis of refugee status or limited English proficiency. Students who qualify for ELL services must be placed age appropriately if no official transcript is available.

8. Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records Guidelines.

School Choice Options

The School Choice Program shall provide an opportunity for all students in Manatee County to apply for assignment to any district school ~~that is within the designated elementary cluster or middle school region of the student's zoned school as determined by the address of the student's parent~~. Approval of School Choice applications will be by school, program, and building capacities as well as the Board's goal of maintaining a student population at every district school which reflects the district's overall socio-economic distribution of population.

Applications to participate in the Voluntary School Choice Controlled Open Enrollment Program shall be

available at all school sites via the parent kiosk and through the parent portal and the Office of Student Assignment during the School Choice Open Enrollment period. This application shall be completed by the student's enrolling parent and submitted to the designated office prior to the close of the School Choice Open Enrollment period. Students who have been approved through the ~~Choice~~ Controlled Open Enrollment process to attend a school out of their assigned area will be governed by the following rules:

1. High school athletic eligibility at the Choice school will be determined according to the provisions of the Florida High School Athletic Association (FHSAA). If there is a question regarding the eligibility of any student, FHSAA procedures shall be followed.
2. Students receiving School Choice are approved through the completion of the highest grade level at that school. The Choice school, therefore, becomes the student's assigned district attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for severe attendance or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.
3. Students who are approved for Choice are expected to continue in attendance at the Choice school throughout at least one school year and may then apply for a different school, including their original boundary assigned school, but only through application during the School Choice Open Enrollment period.
4. Other School Choice options include: An appeal process for Hardship Transfers, Home Education, Manatee County Virtual Programs, and Enrollment in Charter Schools.
5. Students can only be in attendance at one school as assigned by the Office of Student Assignment other than being enrolled in a virtual or home school program.

Homeless Students

Homeless students are children and youth who lack a fixed, regular, and adequate nighttime residence and include children who are:

1. Sharing the housing of others due to loss of housing, economic hardship, or a similar reason;
2. Living in motels, hotels, travel trailer parks, or camping grounds due to the lack of alternative accommodations;
3. Living in emergency or transitional shelters or abandoned in hospitals;
4. Sleeping in a place that is not ordinarily used as a sleeping place for human beings;
5. Living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
6. Migrant and living in one of the above.

Homeless children and youth shall be immediately enrolled even if the student is unable to provide documents that are typically required for enrollment, such as previous academic records, records of immunization and

other health records, proof of residency, or other documentation. Enrollment means permitting the student to attend classes and participate fully in school activities. Although the McKinney Vento Act is silent on the definition of "immediate", the standard dictionary definition is "without delay"; therefore, the student must begin attending classes and participating fully in school activities without delay. Generally, that would mean the same or the following day. Families claiming to be homeless and needing enrollment assistance should be referred to Project HEART Homeless Education Program, and the family will be provided with a residency letter for proof of residency.

Homeless children and youth shall be immediately enrolled even if students are unable to produce immunization or other required health records, recognizing that families and youth who are homeless are frequently unable to obtain and keep copies of records. The vast majority of homeless students have been enrolled in school before and have had required immunizations. These records should be a part of their school records. Since the enrolling school is required to contact the previous school for records, the information should be available quickly. The enrolling school and the District Homeless Liaison should work together to get immunization records as soon as possible. If a student has not had immunizations, initial doses should be administered as soon as possible. Families claiming to be homeless and needing to enroll without immunization records and/or a physical examination should be referred to Project HEART Homeless Education Program, and the family will be provided with a 30-school day waiver to help them acquire the necessary documentation for their records.

Unaccompanied children and youths not in the physical custody of a parent and living in homeless situations are defined as unaccompanied homeless students. Unaccompanied homeless students have the right to self-enroll and should be referred to Project HEART Homeless Education Program for enrollment assistance and other services.

When it is in the student's best interest and it is the wish of the parent, or it is the wish of an unaccompanied youth, homeless students can continue to attend the school of origin. The school of origin means the school that the student attended when permanently housed or the school in which the student was last enrolled. Formerly homeless students can also continue at the school of origin for the remainder of the school year in which they obtain permanent housing.

If the District Homeless Liaison assigns a homeless student to a school other than the school of origin, a written explanation must be provided to the parent, including the right to appeal the decision.

If there is a dispute regarding school selection or enrollment, the student shall be immediately admitted to the school of origin or assigned zone school as requested by the parent and transportation provided to and from the school of origin, pending resolution of the dispute.

The case must be referred to Project HEART Homeless Education Program to ensure the resolution process is carried out as quickly as possible. Project HEART Homeless Education Program will convene a review committee including a representative from the transportation department and the Superintendent's designee.

Parents may appeal an unfavorable decision to the Supervisor of Student Assignment. The decision of the Supervisor of Student Assignment may be appealed to the Superintendent who is vested with the authority to place students in the school which is in their best interest. The Superintendent will render the final local decision concerning school placement. Parents have the right to appeal to the Florida Department of

Education.

Transportation will be provided for a homeless student to and from the school of origin for the remainder of the school year. Homeless students needing transportation assistance to school of origin should be referred to Project HEART Homeless Education Program.

Transfer Students from Out of Country

Students who transfer to a School District of Manatee County site without records should be placed age appropriately. The student's age on September 1 of the school year in which enrollment occurs should be used to determine "age" at entry. Coordination with the school-based ELL Committee is recommended to assist in ~~issues regarding~~ course placement for such students. Students cannot be denied access to free and appropriate education due to lack of academic records. If an out-of-country student without records enters school, the student must be placed age appropriately, and the Uniform Transfer of Records Guideline Verification Process must be followed.

Students who indicate "yes" on the Home Language Survey during enrollment must be assessed for language proficiency within the first 20 days of enrollment. Students eligible for English Language Learner (ELL) services are entitled to equal access to programs, such as early childhood, vocational, and adult education programs. ELL students should not be restricted for reasons related to limited English proficiency. Students must receive understandable instruction, not necessarily in their native language.

State Uniform Transfer of Credit Guidelines for Middle School

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

1. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (2) of this rule.

2. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure, as outlined below.

3. Alternative Validation Procedure:

   If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district's Student Progression Plan shall be used for validation purposes as determined by the teacher, principal, and parent.

a. Portfolio evaluation by the principal or designee, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course;

b. Demonstrated performance in courses taken at other public or private accredited schools;

c. Demonstrated proficiency on nationally-normed standardized subject area assessments;

d. Demonstrated proficiency on the required state assessment; or

e. Written review of the criteria utilized for a given subject provided by the former school.

State Uniform Transfer of Credit Guidelines for High School Credit Courses

The guidelines for students transferring from out-of-state or out-of-country, including ELLs, into a Florida public school are as follows:

1. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value. Credits for courses requiring an EOC will be accepted based on state statute.

If validation of the official transcript is deemed necessary, or the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should earn a grade of "C" or better at the end of the first grading period in that course. Students must be provided at least 90 days from date of transfer to prepare for assessment, if required. Students who are not validated based on the performance requirement shall have courses validated using the Alternative Validation Procedure as described below:

a. Portfolio evaluation by the principal or designed, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course

b. Demonstrated performance in courses taken at other public or private accredited schools;

c. Demonstrated proficiency on nationally-normed standardized subject area assessments;

d. Demonstrated proficiency on the required state assessments or other required state assessment; or

e. Written review of the criteria utilized for a given subject provided by the former school.

Homeschool transfer student(s) must enter by the first semester of their 11th grade year to be included in class rank.

2. Students who enter a Florida public school at the 11th or 12th grade from out-of-state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school course requirements if the student has met all requirements of the school district, state, or country from which they are transferring. However, to receive a Standard High School Diploma, a transfer student must earn a 2.0 grade point average and pass the required state assessment(s) or an approved alternative assessment. The approved alternative assessments are the PSAT, ACT, ~~and~~ SAT, and CLT.

3. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

4. A dependent child of a member of the United States Armed Forces~~,~~ who enters a public school at the 12th grade level from out of state or from a foreign country and provides satisfactory proof of attaining a score on an approved alternative assessment that is concordant to a passing score on the required state assessment(s)~~,~~ has satisfied the assessment requirement for a Standard High School Diploma. In lieu of testing requirements for graduation in a school of the receiving state, states shall accept exit or end-of-course exams required for graduation from a school in the sending state or national norm-referenced achievement tests or alternative testing.

II. Withdrawals

Withdrawal to a School Outside of the District

Parents withdrawing a student from a School District of Manatee County site to another school district must complete a withdrawal form at the school. This form is a record of the student's grades up to the last date of attendance. All books must be returned and any fines resolved prior to withdrawal.

The enrolling school will request official records. The registrar will scan the withdrawal form and any remaining hardcopy documents into Scribbles and direct the enrolling school to the Records Management website to request official records.

Withdrawal to a School within the District

Parents withdrawing a student from a School District of Manatee County site to another School District of Manatee County school must complete a withdrawal form at the school.

This form is a record of the student's grades up to the last date of attendance. All books must be returned and any fines resolved prior to withdrawal.

The enrolling school will request official records. The withdrawing registrar will scan the withdrawal form and any remaining hardcopy documents into Scribbles and advise the receiving registrar once complete. The enrolling registrar will submit a service desk ticket via the SSO to have the student transferred to their school in Scribbles.

III. Reporting and Notification

Annual Reporting

1. Each district must annually publish to the public and report in writing to the State Board of Education by September 1 of each year the following information on the prior school year: the provisions of student progression and the district's policies and procedures on student retention and promotion

2. by grade, the number and percentages of all students in grades 3 through 10 performing at level 1 and 2 of the required English Language Arts (ELA) state assessment

3. by grade, the number and percentages of all students retained in grades 3 through 10
4. information on the total number of third grade students who were promoted or placed for good cause by each category of good cause
5. any revisions to the district's policy on student retention and promotion from the prior year.

The ~~Department of Curriculum, Instruction, and Assessment has~~Instructional Services departments have the responsibility to ensure this information is printed prior to September 1st each year.

Allocation of Resources

Remedial and supplemental instructional resources must be allocated and spending prioritized as follows:

1. First, to VPK students who have a substantial deficiency in early literacy or early mathematics skills and students in grades K- 3 who have a substantial deficiency in reading or the characteristics of dyslexia and to students in grades K-4 who have a substantial deficiency in mathematics or the characteristics of dyscalculia.

~~1. First, to students who are substantially deficient in Grades K- 3 Reading.~~

2. Second, to students who score below grade level on required state assessments, including:
    a. Students in grades 3-10 who score Level 1 or 2 on required state assessments in English Language Arts (ELA) or mathematics or who fail the End of Course (EOC) Exam;
    b. Students in grades 11-12 who do not meet the required state assessments or EOC graduation requirement in English Language Arts (ELA) or mathematics.
3. Third, to students who failed to meet the performance levels required for promotion.

Participation in District and State Assessments

All students in grades Pre-K through 12 must participate in Florida's statewide assessments and progress monitoring system as required by Florida Statute. District progress monitoring assessments are also administered to K-12 students at intervals throughout the year. Schools will participate in assessments for learning as indicated in the District Assessment Schedule.

Reporting to Parents:

The district will provide student's results on state assessments and district-required local assessments to the student and his/her parent within 1 week of those results being received by the district. The student's progress toward achieving state and district requirements for proficiency in core academic subject areas shall be reported quarterly by the district school board to each student and his/her parents. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments and other relevant information.

All written and oral communication between school district personnel and parents of current or former English Language Learners shall be in the parents' primary language or other mode of communication

commonly used by the parents, unless clearly not feasible (6A-6.0904).

Report Card

The report card must clearly depict the following:

1. The student's academic performance on grade level in each class or course, which in grades K through 12 must be based upon achievement of the State Standards as evidenced by class work, tests, and other academic performance indicators;

2. The student's citizenship and behavior. Citizenship marks are "E, S, N, U (E-Excellent, S-Satisfactory, N-Needs Improvement, U- Unsatisfactory) for kindergarten, first, and second grade and E, S, I, N, U (E-Excellent, S- Satisfactory, I-Improving, N-Needs Improvement, U-Unsatisfactory) for third -through fifth grades. Secondary marks are 1, 2, 3, or 4 (1-Excellent, 2-Satisfactory, 3-Needs Improvement, 4-Unsatisfactory); and

3. The student's attendance, including absences and tardies.

The student's final report card for a school year shall include a statement indicating end-of-the-year status regarding performance or nonperformance at grade level (has/has not performed satisfactorily at grade level); acceptable or unacceptable behavior (has/has not demonstrated acceptable behavior); attendance (has/has not met district attendance requirements); and promotion or non-promotion (has/has not met promotion requirements at this time). The end-of-the-year report card must indicate promoted, retained, or placed for good cause.

Each English Language Learner receiving English for Speakers of Other Languages (ESOL) services is graded based on his/her academic progress at his/her level of English proficiency using ACCESS 2.0 for ELLs assessment results. The teacher must document that accommodations and strategies of instruction and assessment were employed, which allowed the student to demonstrate progress in the achievement of the benchmarks and grade-level expectations. A grade of "Unsatisfactory," "D," or "F" may only be assigned to an English Language Learner receiving ELL services if he/she received appropriate accommodations and strategies in instruction and assessment, and the student demonstrated no progress toward achieving the standards and grade-level expectations at his/her level of English proficiency.

A student with a disability who is taking standardized state assessments, such as required state assessments, is graded on his/her achievement of the standards, benchmarks, and grade-level expectations appropriate for his/her grade using the standard report card. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's Individual Education Plan (IEP). Per state rule 6A-1.0943, a student with a significant cognitive disability may participate in the Florida Standards Alternative Assessment if the eligibility requirements for Florida Standards Alternate Assessment are met and documented on the IEP.. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's IEP. The student will be graded on his/her achievement of the Access Point Standards using the standard report card.

Progress Reports

Schools will notify students and parents of the student's mid-term academic progress (3rd-12th grades). For English Language Learners, the progress report comments are translated into the home language of the English Language Learners when feasible. If appropriate, schools will make the Spanish and Haitian Creole translation of the progress reports available to parents and inform parents in the comments section of the progress reports that, "the English Language Proficiency Level is taken into consideration when planning instruction, assessments, and grading for English Language Learners."

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter progress report.

IV. General Curriculum Information

Curriculum Additions or Modifications

Any curriculum modification being considered by a school must be submitted on the Request for Program Additions or Modifications form and reviewed by members of the Instructional Division and submitted to the Deputy Superintendent for Instructional Services prior to any changes being implemented at the school level. Florida Statute requires all courses offered in the State of Florida be aligned to the State Standards. Curriculum for English Language Learners is not modified, but lessons and school-based assessments should be adapted to a student's level of English proficiency.

District Homework Guidelines

The School District of Manatee County acknowledges the educational validity of homework as an extension of the instructional program.

Clarification: Homework shall typically refer to those assignments that are meaningfully prepared by the classroom teacher for students to complete outside of the school setting to reinforce and extend the curriculum taught within the classroom.

Purpose:

1. Homework is designed as a reinforcement tool to deepen the understanding of concepts and provide practice for the mastery of skills formally instructed in the classroom.
2. Homework is designed to promote student responsibility and independent work habits.

Guidelines for Homework:

1. Homework assignments shall be based on the abilities of the students.
2. Homework shall not be used as a punitive measure.
3. Homework assigned for reinforcement shall be done outside of class time.

Teacher Expectations:

Teachers will monitor completion of homework and provide appropriate, graded feedback in a timely manner to students. Teachers should collaborate, whenever possible, to ensure that the amount of homework assigned

to any one student is not excessive.

Multi-Tiered System of Supports (MTSS)

The District's Multi-Tiered System of Support (MTSS) provides high quality instruction and intervention matched to student needs using learning rate over time and level of performance to inform instructional decisions. The MTSS framework is a continuum of integrated academic, behavioral, mental health, and attendance supports reflecting the need for students to have fluid access to instruction and supports of varying intensity levels. To ensure efficient use of resources, schools begin with the identification of trends and patterns using school-wide and grade-level data.

Within the MTSS framework, resources are allocated in direct proportion to student needs. Data collected at each tier is used to measure the efficacy of supports so that meaningful decisions can be made regarding what instruction and intervention should be intensified and/or maintained. Students who need instructional intervention, beyond what is provided universally for behavioral and academic content areas, are provided with targeted, supplemental interventions delivered and embedded within the content area courses, individually or in small groups, at increasing levels of intensity. Throughout the continuum of instruction and intervention, planning/problem-solving is used to match instructional resources to educational need. Teams continue to engage in instructional planning and problem-solving to ensure that student success is achieved and maintained. Regular communication between problem-solving teams (i.e., Instructional Leadership Team led by the principal, the Teacher Collaborative Teams, the Intensive Support Team (IST), Individual Education Plan Team, MTSS-Behavior Team), where data-based problem solving is occurring, will guide the appropriate intervention needs.

Intervention, Remediation and Progress Monitoring

Students must participate in Florida's statewide assessments and progress monitoring. Each student who scores below Level 3 in reading or mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate instruction and intervention using the problem-solving process within the MTSS framework.

In consultation with the student's parent, the school in which the student is enrolled must engage in the problem-solving process to develop and implement an intervention plan which includes a progress-monitoring plan. The Multi-Tiered System of Support framework (MTSS) will serve as a guide for identifying students in need of tiered interventions and progress monitoring. The problem-solving cycle, which is an integral part of the MTSS framework, should be used to match interventions with areas of need. A student who is not meeting the school district or state requirements for proficiency in reading and/or mathematics shall be covered by at least one of the following plans to target instruction within the MTSS framework and identify ways to improve his or her behavioral and/or academic achievement:

1. a federally required student plan, such as an individual education plan;
2. a school-wide system of progress monitoring for all students;
3. a targeted individualized intervention plan that includes a progress monitoring plan.

The plan chosen must be designed to assist the student or the school in meeting state and district expectations

for proficiency. Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the statewide assessment tests in reading, writing, and mathematics must continue to be provided with remedial or supplemental instruction until:

1. the expectations are met;
2. the student graduates from high school; or
3. the student is not subject to compulsory school attendance.

Problem solving teams should monitor students' responses to intervention and engage in problem solving as needed to ensure positive student response to intervention.

In addition to an intervention plan, which includes progress monitoring, 3rd- 10th grade students, performing at Level 1 or Level 2 on required state assessments, must receive intensified support the following year. An Early Warning System and Elementary Reading Decision Tree will be used by problem-solving teams to identify K-5 students in need of supplemental and intensive supports in the areas of behavior, attendance, and academics. Evidence-based, ~~Explicit~~explicit, systematic, and multi-sensory reading intervention strategies grounded in the science of reading must occur beyond the 90-minute literacy block ~~and~~ with frequent, ongoing progress monitoring for students identified as having a substantial reading deficiency. Students identified as having a substantial reading deficiency must receive intervention instruction from a teacher who is reading endorsed, certified, or has earned a literacy micro-credential~~must occur~~. Mathematics intervention may be integrated within the student's current mathematics class or before or after school. Students identified as having a substantial mathematics deficiency must receive intervention instruction from a highly qualified teacher.

In addition to an intervention plan, which includes progress monitoring, middle and high school students performing at Level 1 or 2 on Florida's statewide assessment in reading and mathematics or who do not earn a Level 3 or higher within the last two academic years may be enrolled in and complete an intensive reading or mathematics course the following year. Students may exit intensive courses at the end of the quarter/semester by demonstrating proficiency at Level 3 or higher on Florida's statewide assessment, or by meeting a concordant/comparative score on a state-approved assessment (PSAT, SAT, ACT, CLT) in reading and/or mathematics or by showing proficiency on the district benchmark assessment. Problem-solving teams should monitor students' response to intervention and engage in problem solving as needed to ensure positive student response to intervention.

A school-wide progress monitoring plan provides structure for monitoring the progress of all students and will be an integral part of the school improvement plan. Within the school improvement plan, the school-wide progress monitoring plan has four major components. The intervention plan, which includes progress monitoring for students scoring below a Level 3 on the required state assessments, must include the following:

1. Diagnostic Assessment:

Diagnostic assessments, in addition to the initial screening, are to be administered to all students scoring below a Level 3. Parents may not opt their child out of the District-approved diagnostic tool. In absence of state assessment data, school diagnostic data, or report card showing completion of grade level, the student will be

placed into the age-appropriate grade level.

a. The specific diagnostic assessments to be administered must be identified, as well as the process for administering the assessments.

b. For students scoring Level 1 or 2 on the required state reading assessments, reading proficiency must be assessed at the beginning of the school year. The student must continue to be provided with targeted and intensive reading instruction until the reading deficiency is remediated. Targeted intensive instruction is usually associated with the following:

(i) Variety of opportunities for practice

(ii) Problem solving which results in interventions targeted to specific skill development

(iii) Smaller chunks of text or content

(iv) Guided and independent practice

(v) Skill development and practice integrated into all activities

(vi) Frequent progress monitoring

(vii)Criterion-based evaluation of success

c. Diagnostic results are to be gathered and maintained for the students scoring Level 1 and 2 on required state assessments in reading or math.

d. Diagnostic results must be readily accessible to teachers, school administrators, certified School Counselors, parents, and School Psychologists.

2. Intervention plans should include:

a. Interventions, in the targeted areas of weakness, to assist students in meeting state and district expectations in behavior, reading, writing, and or math;

b. Targeted strategies to accelerate learning;

c. Measurable targets or goals for each deficit area;~~.~~

d. A description of the supplemental or intensive instructional intervention and support, when they will be provided, how often, by whom, and for how long;~~.~~

e. For reading deficiencies, identification of a student's specific areas of need in phonemic awareness, phonics, fluency, comprehension, vocabulary, and/or oral language. Targeted intervention must be provided for any students scoring Level 1 and 2 on required state assessments in reading or math;~~.~~

f. Remedial instruction and intervention strategies may include, but are not limited to the following:

(i) Summer school

(ii) Dropout prevention services

(iii) Parent tutorial programs required

(iv) Contracted academic services

(v) Reading instruction

(vi) After-school instruction and other extended day services

(vii)Tutoring

(viii) Mentoring

(ix) Intensive skill development programs

(x) In-person academic advising for struggling high school students (F.S. 1003.491)

3. Parent Consultation and Communication

Parents of students in Voluntary Prekindergarten who have a substantial deficiency in early literacy skills and/or early mathematics skills and parents of students in kindergarten through grade 5 who exhibit a substantial reading and/or mathematics deficiency based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

- That their child has been identified as having a substantial reading and/or mathematics deficiency, including a description and explanation in ~~parent friendly~~ terms understandable to the parent of the exact nature of the student's difficulty in learning and lack of achievement in reading and/or mathematics.
- A description of the current services that are provided to the child.
- A description of the proposed interventions and supports that will be provided to the child that are designed to remediate the identified area of the reading and/or mathematics deficiency.
- That, if the reading deficiency is not remediated by the end of grade 3, the child must be retained unless the child is exempt from mandatory retention for good cause.
- Strategies, including multisensory strategies and programming, the parent can use through a ~~read-at-home~~home-based plan to help their child succeed in reading and/or mathematics, including electronic resources compiled by the department of education..
- That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the district in knowing when a child is reading at or above grade level and ready for grade promotion.
- The district's specific criteria and policies for student portfolios and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A school must immediately begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever occurs first.
- The district's specific criteria and policies for mid-year promotion. Mid-year promotion means

promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level.

- Information about the student's eligibility for the New Worlds Reading Initiative under s.1003.485, F.S., and information on parent training modules and other reading engagement resources available through the initiative.

- The process to request and receive a New Worlds ~~Reading s~~Scholarship, subject to available funds (s. 1002.411, F.S.).

~~In addition, s~~Schools may not wait for a kindergarten through grade 3 student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive interventions. Additionally, schools may not wait for a Voluntary Prekindergarten through grade 4 student to receive a failing grade at the end of a grading period to identify the student as having a substantial mathematics deficiency and initiate intensive mathematics interventions. Schools may not wait until an evaluation conducted pursuant to s.1003.57 is completed to provide appropriate, evidence-based interventions for a student whose parent submits documentation from a professional licensed under chapter 490 which demonstrates the student has been diagnosed with dyslexia and/or dyscalculia. Students in Voluntary Prekindergarten are deemed to have a substantial deficiency in early literacy and/or mathematics skills based upon the results of the administration for the midyear or final coordinated screening and progress monitoring measure.

For students in grades 6 through 12, the school shall notify the student and his/her parents of any remedial or supplemental academic instruction by the end of the first quarter. Parents may be notified through personal verbal contact, through a district-provided letter, during an Individual Education Plan team meeting, or a face-to-face meeting. All written and oral communication between the school district's personnel and parents of current or former English Language Learners shall be in the parents' primary language or the mode of communication commonly used by the parents unless clearly not feasible.

The letter is to include general information about the seriousness of the situation and the intervention plan in place for the students not meeting proficiency. The letter should also include an invitation for the parents to meet with instructional staff to consult about their child's plan.

Parents should be given an explanation of the information on which the decision was based, as well as a copy of the intervention plan for their child.

Parental approval for general education instructional interventions is not required.

4. Monitoring for Results:

The intervention plan must be developed by the end of first quarter, or within 6 weeks of a new student entering school, or as soon as a need is identified through the analysis of data by a problem-solving team. Students receiving supplemental interventions at the end of a school year should begin receiving interventions at the beginning of the next school year until there is evidence that the student has closed the gap and no longer needs supplemental or intensive support services.

The principal or designee will monitor the implementation of the school-wide progress monitoring plan and the school's plan for providing targeted intervention.

Each quarter, the principal or designee will review the progress of students identified as not meeting proficiency with the Instructional Leadership Team (ILT). The team will check for compliance with the school-wide progress monitoring plan (diagnostic assessment, intervention strategies, quarterly progress updates) and use data to inform instruction. Student progress shall be monitored at least twice a month and compared with the progress of peers to guide instructional decisions. If a student is not responding positively to interventions, an intensive individualized intervention plan should be developed with assistance from a problem-solving team at the school.

Each school will identify its problem-solving teams and their roles and responsibilities for monitoring the progress of all students (e.g., Instructional Leadership Team; Teacher collaborative Teams, IEP Teams, MTSS-B Team, and Intensive Support Team).

The intervention plan, including the plan for monitoring progress, can be documented on a student's Individual Education Plan (IEP), English Language Learner's Plan (ELL), or Section 504 Accommodation Plan.

5. For Elementary School Students who are retained:

a. The intervention plan, which includes a plan for progress monitoring, must specify, through the problem-solving process, how the second year's instructional program will be different from the previous year's program, utilizing interventions matched with the student's deficit areas.

b. Students must be provided evidence-based, explicit, systematic, and multi-sensory reading instruction grounded in the science of reading in an area of deficit (i.e., phonemic awareness, phonics, fluency, vocabulary, comprehension, and other strategies).

Career and Technical Education Course Offerings

Career and Technical Education elementary, ~~and~~ middle, and high school students, including students with disabilities, may be given the options to earn Career and Professional Education (CAPE) Digital Tool certificates and CAPE industry certifications.

Required Instruction

Pursuant to Florida Statute 1003.42, required instruction will be embedded in K-12 course of study, where age appropriate and consistent with course standards. Students may be exempted from the comprehensive health components that include reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted may not be penalized by reason of that exemption. The process to request an exemption will be posted on the district's website. Appendix C contains the Parent Opt Out form for Health Education.

Parental Rights

All parental rights are reserved to the parent of a minor child in this state without obstruction or interference from the state, any of its political subdivisions, any other governmental entity, or any other institution, as set

forth in s. 1014.04, including, but not limited to all the following rights of a parent of a minor child:

1. The right to direct the education and care of his or her minor child.
2. The right, pursuant to s. 1002.20(2)(b) and (6), to apply to enroll his or her minor child in a public school or, as an alternative to public education, a private school, including a religious school, a home education program, or other available options, as authorized by law.
3. The right, pursuant to s. 1002.20(13), to access and review all school records relating to his or her minor child.
4. The right to consent in writing before the state or any of its political subdivisions makes a video or voice recording of his or her minor child unless such recording is made during or as part of a court proceeding or is made as part of a forensic interview in a criminal or Department of Children and Families investigation or is to be used solely for the following purposes:
    a. A safety demonstration, including the maintenance of order and discipline in the common areas of a school or on student transportation vehicles;
    b. A purpose related to a legitimate academic or extracurricular activity;
    c. A purpose related to regular classroom instructions;
    d. Security or surveillance of buildings or grounds; or
    e. A photo identification card.
5. The right to be notified promptly if an employee of the state, any of its political subdivisions, any other governmental entity, or any other institution suspects that a criminal offense has been committed against his or her minor child, unless the incident has first been reported to law enforcement or the Department of Children and Families and notifying the parent would impede the investigation.

The School District of Manatee County will develop and adopt a policy to promote parental involvement in the public school system including but not limited to;

1. A plan for parental participation in schools to improve parent and teacher cooperation in such areas as homework, school attendance and discipline;
2. A procedure for a parent to learn about his or her minor child's course of study, including the course of any supplemental education materials;
3. Procedures for a parent to object to instructional materials and other materials used in the classroom.

~~*All parental rights are reserved to the parent of a minor child in this state without obstruction or interference from the state, any of its political subdivisions, any other governmental entity, or any other institution, as set forth in s. 1014.04, including, but not limited to all of the following rights of a parent of a minor child:*~~

~~1. (a) The right to direct the education and care of his or her minor child.~~

~~2. (b) The right, pursuant to s. 1002.20(2)(b) and (6), to apply to enroll his or her minor child in a public school or, as an alternative to public education, a private school, including a religious school, a home education program, or other available options, as authorized by law.~~

~~3. (c) The right, pursuant to s. 1002.20(13), to access and review all school records relating to his or her minor child.~~

~~4. (d) The right to consent in writing before the state or any of its political subdivisions makes a video or voice recording of his or her minor child unless such recording is made during or as part of a court proceeding or is made as part of a forensic interview in a criminal or Department of Children and Families investigation or is to be used solely for the following purposes:~~

~~5. 1. A safety demonstration, including the maintenance of order and discipline in the common areas of a school or on student transportation vehicles;~~

~~6. 2. A purpose related to a legitimate academic or extracurricular activity;~~

~~3. A purpose related to regular classroom instructions;~~

~~4. Security or surveillance of buildings or grounds; or~~

~~5. A photo identification card.~~

~~(e) The right to be notified promptly if an employee of the state, any of its political subdivisions, any other governmental entity, or any other institution suspects that a criminal offense has been committed against his or her minor child, unless the incident has first been reported to law enforcement or the Department of Children and Families and notifying the parent would impede the investigation.~~

~~The School District of Manatee County will develop and adopt a policy to promote parental involvement in the public school system including but not limited to;~~

~~**1.** A plan for parental participation in schools to improve parent and teacher cooperation in such areas as homework, school attendance and discipline;~~

~~**2.** A procedure for a parent to learn about his or her minor child's course of study, including the course of any supplemental education materials;~~

~~**3.** Procedures for a parent to object to instructional materials and other materials used in the classroom.~~

Elementary School Education (Grades K-5), Section 4.9.1

I. Program of Studies Grades K-5

All students will receive instruction in English Language Arts (ELA), mathematics, science, social studies, the arts, health, and physical education aligned with state standards. ELA, mathematics, science, social studies, the arts, and physical education will be graded courses. Students and families must be notified at the beginning of each year as to how their grades in each core academic area will be determined.

English Language Arts (ELA)

All students in K-5 shall be assigned an uninterrupted 90-minute reading block with additional time for instruction in the writing process and additional time for reading intervention, as needed, with a highly qualified, effective teacher, a core reading program, and ongoing progress monitoring.

Physical Education (PE) and Recess

Physical education (PE) instruction focuses on the outcomes of achieving and maintaining a health-enhancing level of fitness and understanding that physical activity provides the opportunity for enjoyment, challenge, self-expression, communication, and well-being. Elementary schools provide 150 minutes of PE per week. In addition, schools are required to provide 20 consecutive minutes of unstructured free-play recess per day. A minimum of 30 consecutive minutes of PE is required on any day that formal (PE) instruction is provided. The elementary school principal may designate any instructional personnel to provide PE. Elementary schools will integrate health education standards into science and PE as appropriate.

K-5 Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, and virtual instruction in higher grade-level subjects. Whole-grade and mid-year promotion requires an elementary student to meet the district criteria outlined below. Whole-grade and mid-year promotion requires students to meet student progression promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. In addition to these requirements, the following must be considered when establishing eligibility:

1. The student's performance on required state assessments
2. The student's grades or grade point average

3. The student's attendance and conduct

4. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This will be followed by a parent conference to discuss eligibility and placement.

Whole-Grade Promotion:

An elementary student must meet all the following criteria to be eligible for whole-grade promotion:

1. The student must be consistently performing above grade level standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. For kindergarten students, schools will use state and district assessment data for ELA and mathematics.

   In addition to this, students must meet the following criteria:

   a. The student cannot skip third grade as a result of whole-grade promotion.

   b. The student must be recommended by the principal, parent, classroom teacher, or school counselor.

   c. All whole-grade promotions must be approved by a district promotion committee and entered appropriately in the student information system.

Mid-Year Promotion:

An elementary student must meet all the following criteria to be eligible for mid-year promotion:

1. The student must be consistently performing above grade standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. In the event a student does not have two years of data, schools will use state and district assessment data for ELA and mathematics.

2. The student must be recommended by the principal, classroom teacher, parent, or school counselor.

3. All mid-grade promotions must be approved by a district promotion committee and take place prior to the end of first semester and entered appropriately in the student information system.

4. Third graders must meet all the requirements in statute for mid-year promotion (s. 1008.25(~~7~~8), F.S., ~~and~~ Rule 6A-1.094221~~2~~, F.A.C., and Rule 6A-1.094222, F.A.C.). Students cannot skip third grade. The criteria for students promoted on or before November 1st are as follows:

   a. Satisfactory performance as demonstrated by scoring Level 2 or above on beginning of the year administration of the statewide, standardized coordinated screening and progress monitoring system in Grade 3 English Language Arts pursuant to s. 1008.25(9)(b)2., F.S.;

   b. Satisfactory performance on locally selected standardized assessment(s) measuring state academic standards in English Language Arts pursuant to s. 1003.41, F.S.;

c. Satisfactory performance on a state approved alternative assessment as delineated in paragraph (1)(b) of Rule 6A-1.094221, F.A.C., or

d. Successful completion of portfolio elements that meet all of the following requirements:

i. Be selected by the school district;

ii. Be an accurate picture of the student's ability and only include student work that has been independently produced in the classroom;

iii. Include evidence that the benchmarks assessed by the grade 3 statewide, standardized English Language Arts assessment under s. 1008.22, F.S., have been met. Evidence is to include grade level passages that are approximately fifty (50) percent literary text and fifty (50) percent informational text, and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the district's/school's adopted core reading curriculum or teacher-prepared assessments that are aligned with the B.E.S.T. ELA standards;

iv. Be an organized collection of evidence of the student's mastery of the B.E.S.T. ELA standards that are assessed by the grade 3 statewide, standardized English Language Arts assessment under s. 1008.22, F.S. For each benchmark, there must be at least eight (8) items assessed and the student must demonstrate seventy (70) percent mastery for all items assessed per benchmark and;

v. Be signed by the teacher and the principal as an accurate assessment of the required reading skills.

The criteria for students promoted after November 1 must provide a reasonable expectation that the student has met the requirements outlined in Rule 6A-1.094222, F.A.C., and that the student's progress is sufficient to master appropriate grade 4 level reading skills equivalent to the level necessary for the month in which the transition to grade 4 occurs.

A retained third grade student is eligible for mid-year promotion if the student scores Level 2 or above on PM1 of the Grade 3 FAST ELA Reading and there is evidence the student is progressing sufficiently to master appropriate fourth grade reading skills.

~~4.~~ The Progress Monitoring Plan for any retained third grade student who has been promoted mid-year to grade 4 must continue to be implemented for the entire academic year and, if necessary, for additional school years.

Subject-Matter Acceleration:

An elementary student is eligible for subject-matter acceleration when the student has mastered the subject standards in the prerequisite grade-level course. The student must be recommended by the principal, parent, classroom teacher, or the school counselor based on achievement of the learning targets and standards.

II. Promotion and Good Cause Placements

Promotion Requirements

All decisions pertaining to the promotion or retention of students will be communicated to parents and made under the authority of the School District of Manatee County in accordance with Florida statute. A student in K-2 or 4-5 is promoted if the student demonstrates mastery of the currently adopted state standards in core academic subject areas. In accordance with state statute, K-5th grade students are mandated to participate in required state-approved assessments. Grade 3 students must score a Level 2 or higher on the English Language Arts statewide, standardized assessment for promotion to grade 4. A student may not be retained more than once in grade 3.

K-2 and 4-5 students will be promoted or "Good Caused" each year with their cohort group. Those students who do not meet grade-level standards in English Language Arts and mathematics will be supported in the next grade level through intensive remediation as well as an alternative instructional setting if needed.

Good Cause Criteria for K-2

A student who does not meet the promotion criteria will be considered for good cause placement in the next grade. Good cause placement is defined as follows:

Grades K-2 Good Cause
Good Cause "A-ESE" –A student with a disability in grades K-2 can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL" – An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including PreK) based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause. The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report. (Use this exemption first for eligible K-2 English Language Learners.)
Good Cause "A-504" – A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics. Documentation of remediation in reading and/or mathematics will be included within the school-wide progress monitoring plan.

Good Cause "A-Com" – A student in grades K-2 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. Student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

Good Cause Criteria for Grade 3

Good Cause Criteria:

Per state statute, a student may not be retained more than once in grade 3. A student is exempt from retention for good cause and placed in the next grade if the student meets one of the following. 3rd grade good cause is defined as follows:

Grade 3 Good Cause
Good Cause "1" –English Language Learners who have had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including PreK) based on the initial date of entry into a school in the United States (DEUSS). The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report.
Good Cause "2" – Students with disabilities whose Individual Education Plans (IEP) indicate that participation in statewide assessment is not appropriate, consistent with the requirements of section 1008.212, F.S..
Good Cause "3" – Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment that has been approved by the Department of Education, administered after the required grade 3 statewide standardized English Language Arts assessment under Section 1008.22, F.S. The required percentile passing score for each approved alternative standardized reading assessment will be determined by the Department of Education.

Good Cause "4" – Students who demonstrate, through a student portfolio, that they are reading on grade level as evidenced by demonstration of mastery of the State Standards in reading equal to at least a Level 2 performance on required state assessment. To demonstrate mastery of the required reading skills, the student portfolio must: • be selected by the student's teacher; • be an accurate picture of the student's ability and include only student work that has been independently produced in the classroom; • include evidence that the benchmarks assessed by the grade 3 statewide, standardized English Language Arts assessment have been met. Evidence is to include grade-level passages that are approximately 50% literary text and 50% informational text, and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the district's/school's adopted core reading curriculum or teacher-prepared assessments that are aligned with the B.E.S.T. English Language Arts Standards; • be an organized collection of evidence of the student's mastery of the B.E.S.T. English Language Arts Standards that are assessed by the grade 3 statewide, standardized English Language Arts assessment. For each benchmark, there must be at least 8 items assessed and the student must demonstrate seventy (70) percent mastery for all items assessed per benchmark; and • be signed by the teacher and principal as an accurate assessment of the required reading skills. A school must immediately begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever occurs first.
Good Cause "5" – Students with disabilities who take the statewide, standardized English Language Arts assessment and who have an Individual Education Plan (IEP) or a Section 504 plan that reflects that the student has received intensive instruction in reading or English Language Arts for 2 years or more but still demonstrates a deficiency and was previously retained in prekindergarten, kindergarten, grade 1, grade 2, or grade 3.
Good Cause "6"– Any third-grade student receiving intensive remediation in reading for two or more years, but still has deficiency in reading and has been previously retained in K-3 for a total of two years. If placed under this exemption, intensive reading instruction must include an altered instructional day that includes specialized diagnostic information and specific reading strategies. A student may not be retained more than once in 3rd grade. Any currently retained 3rd grader would qualify for this Good Cause.

The school district Superintendent shall accept or reject the school principal's recommendation in writing.

Good Cause Criteria for Grades 4-5

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. Good cause for grades 4 and 5 is defined as follows:

Grades 4-5 Good Cause

Good Cause "A-ESE" - A student in grades 4-5 with a disability can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL"- An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages program based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause. The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report.
Good Cause "A-504" - A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics.
Good Cause "A-Com" - A student in grades 4-5 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. A student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

Summer School Promotion

Summer school reading programs are provided for third grade students who do not meet the promotion criteria or who are not approved for good cause placement. Third grade students who meet state defined criteria at the end of the Summer Reading Camp will qualify for good cause.

III. Intensive Intervention

Parent Notification of a Reading Deficiency for Students Grades K-5 (F.S. 1008.25)

Parents of students in Voluntary Prekindergarten who have a substantial deficiency in early literacy skills and parents of students in kindergarten through grade 5 who exhibit a substantial reading deficiency, or the characteristics of dyslexia based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:~~Parents of students in kindergarten through grade 5 who exhibit a substantial deficiency in reading, or the characteristics of dyslexia based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:~~

1. That his or her child has been identified as having a substantial deficiency in reading, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading;

2. A description of the current services that are provided to the child;

3. A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency;

4. That if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause;

5. Strategies, including multisensory strategies and programming, through a read-at-home plan the parent can use to help his or her child succeed in reading, including electronic resources compiled by the Department of Education;

6. That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the school district in knowing when a child is reading at or above grade level and ready for grade promotion;

7. The district's specific criteria and policies for a portfolio and the evidence required for a student to demonstrate master of Florida's academic standards for English Language Arts. A school must immediately begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever occurs first;

8. The district's specific criteria and policies for midyear promotion. Midyear promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level;

9. Information about the student's eligibility for the New Worlds Reading Initiative under s. 1003.485 and the New Worlds Scholarship Accounts under s. 1002.411 and information on parent training modules and other reading engagement resources available through the initiative.

9.

Parents of students in Voluntary Prekindergarten who exhibit a substantial deficiency in early mathematics skills and parents of students in kindergarten through grade 5 who exhibit a substantial deficiency in mathematics, or the characteristics of dyscalculia based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

1. That his or her child has been identified as having a substantial deficiency in mathematics, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in mathematics.

2. A description of the current services that are provided to the child.

3. A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of mathematics deficiency.

4. Strategies, including multisensory strategies and programming, through a home-based plan the parent can use in helping his or her child success in mathematics, including electronic resources compiled by the Department of Education.

After initial notification of either a deficiency in reading or mathematics, the school shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such communications must be in writing and must explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement.

By September 30, the school district will notify the parent of each eligible student of the process to request and receive a scholarship, subject to available funds.

In addition, schools may not wait for a student to receive a failing grade at the end of a grading period or wait until a plan is developed to identify the student as having a substantial reading or mathematics deficiency and initiate intensive interventions. Voluntary Prekindergarten Program students who exhibit a substantial deficiency in early literacy and/or early mathematics skills shall be referred to the local school district and may be eligible to receive intensive interventions before participating in kindergarten.

~~**Please see Appendix B – Elementary Reading Decision Tree.**~~

Services for Students Retained in Grade 3

Students retained in grade 3 must be provided a highly effective teacher as determined by the teacher's performance evaluation under section 1012.34, F.S. and the teacher must also be certified or endorsed in reading. These students must be provided intensive interventions in reading to ameliorate the student's specific reading deficiency and prepare the student for promotion. These interventions must include:

1. Evidence-based, explicit, systematic, and multisensory reading instruction grounded in the science of reading in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district.

2. Participation in the school district's summer reading camp, which must incorporate the instructional and intervention strategies above ~~.~~ that place rigor and grade-level learning at the forefront.

3. A minimum of 90 minutes of daily, uninterrupted reading instruction incorporating the instructional and intervention strategies above. This instruction may include:

    a. Coordinated integration of content-rich texts in science and civic literacy within the 90-minute block;

    b. Targeted ~~Small~~ small group instruction;

~~b.~~c. Explicit and systematic instruction with more detailed explanations, more extensive opportunities for guided practice and more opportunities for error correction and feedback;

~~c.~~d. Reduced teacher-student ratios;

~~d.~~e. More frequent progress monitoring of the reading skills of each student throughout the school year and the adjustment of instruction according to student need;

~~e.~~f. Tutoring or mentoring;

~~f.~~g. Transition classes containing 3rd and 4th grade students;

h. Extended school day, week, or year.

i. Before school or after school, or both, supplemental evidence-based reading interventions grounded in the science of reading delivered by a teacher who is certified or endorsed in reading and is rated highly effective as determined by the teacher's performance evaluation under s. 1012.34, F.S.

~~g.~~ The primary instructional strategy for teaching word reading is phonics instruction for decoding and encoding. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Such instruction may include visual information and strategies which improve background knowledge and experiential knowledge, add context and increase oral language and vocabulary to support comprehension, but may not be used to teach word reading. (s. 1008.25(8), F.S.).

Services for Students Promoted to Grade 4 with a Good Cause Exemption

Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following:

1. A federally required student plan, such as an individual education plan;

2. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and mathematics assessments may be exempted from participation by the principal; or

3. An individualized progress monitoring plan.

A student who is promoted to grade 4 with a good cause exemption shall be provided intensive reading instruction and intervention that include specialized diagnostic information and specific reading strategies to meet the needs of each student so promoted. The school district shall assist schools and teachers with the implementation of explicit, systematic, and multisensory reading instruction and intervention strategies for students promoted with a good cause exemption which research has shown to be successful in improving reading among students who have reading difficulties. (Section 1008.25(4), F.S., and Section 1008.25(6)(b), F.S.)

Middle School Education (Grades 6-8), Section 4.9.2

I. Program of Studies Grades 6-8

Course Offerings

Middle school grades 6-8 basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the district.

The program of studies for middle school grades includes the following state and local offerings:

Language Arts	Art
Mathematics	Music
Science	Physical Education/Health
Social Studies	Career/Technical Education
Reading	Foreign Language
Advancement Via Individual Determination	

Other enrichment and exploratory courses may be offered by individual middle schools, such as dance, drama, agriculture, and gifted services. Each school will hold a parent meeting either in the evening or on a weekend to inform parents about the school's curriculum and activities.

Middle school students may have the opportunity to earn high school credits and/or industry certifications.

In addition to evidence-based reading courses, reading instruction is integrated throughout the entire curriculum. All middle schools must follow the district-approved curriculum.

Schools are prohibited from suspending a regular program of curricula to administer practice tests or engage in other test-preparation activities for a statewide assessment. However, activities including instruction on test-taking strategies are authorized.

Students are required to be enrolled on a full-time basis, including 7 courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria.

To use this option, seats must be available in the required Manatee Virtual School courses, and principal approval is required. Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to 3 courses at their districted school, providing there is room in the course(s).

An English Language Learner (ELL) with no prior school records shall be assigned to a grade level based on age-appropriate placement.

Required Courses for Grades 6-8

~~5.~~ Promotion from middle school to high school requires that the student successfully complete three middle school or higher courses in each of the following:

a. English Language Arts

———English Language Arts must emphasize literature, informational/technical text, writing, listening, ~~and~~ speaking, and language.

b. Mathematics

———Each middle school must offer at least one high school-level mathematics course for which students may earn high school credit.

c. Social Studies (including Civics, assessed by a state required end-of-course exam)

———The required study of state and federal government and civics education will be incorporated into Civics. One of these courses must be at least a one-semester civics education course. Each student's performance on the statewide, standardized EOC assessment in civics education constitutes 30 percent of the student's final course grade. A middle grades student who transfers into the state's public school system from out-of-country, out-of-state, private school, or a home education program after the beginning of the second term of grade 8 is not required to meet the civics education requirement for promotion from the middle grades if the student's transcripts document passage of three courses in social studies or two year-long courses in social studies that includes coverage of civics education.

d. Science (8th grade students will be assessed by the state-required science assessment)

Physical Education

1. Middle schools must offer the equivalent of one class period per day of physical education for one semester of each year for students enrolled in grades 6-8.

2. Physical Education Waiver:

   Parents may submit a waiver of the physical education requirement for their child. Students in grades 6-8 are eligible to waive the physical education requirement if they meet any of the following criteria:

a. The student is enrolled in a remedial course.

b. The student's parent indicates in writing to the school that:

   i. The parent requests that the student enroll in another course from among those courses already offered as options by the school district as space allows; or

   ii. The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement. Students who use the waiver because they participate in physical activities outside the school day must be enrolled in school on a full- time basis.

Career Research Course

Middle school students must successfully complete one course in career and education planning which must result in a completed internet-based, customizable, personalized academic and career plan for the student. The personalized academic and career plan may be revised as the student progresses through middle school and high school. The course must include research-based assessments to assist students in determining educational and career goals, emphasize the importance of entrepreneurship and employability skills, and must include information from the Department of Economic Opportunity's economic security report under s. 445.07, F.S.

The personalized academic and career plan must inform students of the following:

1. high school graduation requirements, including a detailed explanation of the requirements for earning a high school diploma designation under s. 1003.4285, F.S.~~,~~

2. the requirements for each scholarship in the Florida Bright Futures Scholarship Program;

3. admission requirements for State University System and Florida College System institutions~~-~~;

4. available opportunities to earn college credit in high school, including Advanced Placement (AP) courses; the International Baccalaureate (IB) Program; the Advanced International Certificate of Education (AICE) Program; dual enrollment, including career dual enrollment; and

5. career education courses, including career-themed courses, pre-apprenticeship and apprenticeship programs, and course sequences that lead to industry certification pursuant to ss. 1003.492 or 1008.44, F.S.

Required Remediation

Participation in the assessment program is mandatory for all students enrolled in a public school. Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Mathematics on a standardized assessment ~~within the last 2 or more consecutive years~~. Students who do not meet these criteria may be required to receive enhanced instruction through a course that will assist in building the student's skills and in mastering standards.

School administrators may use state progress monitoring assessments to determine proficiency if no state

standardized assessment scores are available at the time of enrollment.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

1. Parents must complete the Intensive Instruction Waiver Request Form (Appendix A).
2. Student must be in 6th-11th grade.

Advancement Via Individual Determination (AVID)

AVID is an elective course designed to prepare students for college and career readiness and success. Students who apply for and are accepted into the course must also take at least one advanced level or high school credit course. The AVID curriculum supports students as they undertake the most rigorous courses, with emphasis on writing as a learning tool, the inquiry method, collaborative grouping, organization, and academic reading.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, virtual instruction in higher grade-level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

1. the student's performance on required state assessments;
2. the student's grades or grade point average;
3. the student's attendance and conduct;
4. teacher and school counselor recommendations.

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This request will be followed by a parent conference to discuss eligibility and placement.

II. Promotion and Retention

Promotion Requirements

Students will be promoted to the next grade level based on the number of years in middle school.

To be promoted from 8th grade to high school, a student must successfully complete 12 core academic courses to include 3 courses in each of the following academic areas: language arts, math, science, and social studies (to include Civics). Students who do not meet promotion criteria to 9th grade ~~will be supported in the next grade level at an alternative instructional setting~~will be recommended for enrollment in a summer remediation and credit recovery program. Students who do not successfully complete the summer program may be retained or assigned to an alternative instructional setting based on principal recommendation.

Promotion from 8th grade to 9th grade for a student who transfers into Florida from out-of-state during middle school will be based on the student successfully completing the number of core courses in language arts, mathematics, science, and social studies for each year the student has been in Florida. If a student transfers into a Florida public middle school from a Florida private school during their middle grade years, the student must meet all promotion requirements as defined by state statute.

If a student has successfully completed a high school course, failure of the end-of-course assessment will not result in the student being retained in middle school.

8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

Middle School Grading

Grading Scale:

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, letter grading scale and definitions adopted for all courses in grades 6 through 8 are as follows:

Value	Numeric Range	Letter Grade	Definition
4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days of the "I" being issued, under normal circumstances. If, after ten days, the course requirements are not completed, the incomplete grade will become an "F."

A progress report or report card grade cannot be more than 100%.

Students must be notified in writing at the beginning of each course as to how their grade will be determined. This could be included in the Course Syllabus or information shared with students and parents.

Exam Exemptions:

Schools shall not exempt students from academic performance requirements such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Progress Reports:

Progress reports are posted mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Progress reports are available via the Parent Portal. Schools may print progress reports at the principal's discretion. Parents may request a printed copy of the progress report. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher at school by phone or through email.

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter progress report.

Report Cards:

Report cards, which are available on a quarterly basis, specify the student's academic performance, conduct and behavior, and attendance, including absences and tardies. Academic performance is based on examinations as well as written papers, class participation, and/or other academic performance criteria. Report cards are available via the Parent Portal. Schools may print report cards at the principal's discretion. Parents may request a printed copy of the report card.

Makeup Work:

Following an excused absence, the students have the responsibility to contact their teachers on the next attendance day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's absence is due within a period of time equal to the number of days that the student was absent.

End of Year Grades:

The end of the year average in the district grade book system is based on the average of all four quarters; however, a passing grade must be earned either third or fourth quarter for the student to pass the course for the year. Letter grades will be awarded based on the district grading scale.

For middle school courses that do not have a state-required end-of-course exam, a point system has been established for the benefit of students who may have experienced an unsuccessful quarter.

Teachers are to award whichever grade is the highest for each student -- the grade determined by the average of the four quarters or the grade determined by the Point System. Students are still required to earn a minimum of at least one (1) point in second semester for either method of grading.

The point system for end-of-the-year grades is determined as follows:

Each quarter grade will be assigned a value selected from the following:	To determine the end-of-year grade for a middle school course, total the numerical values of the four quarters and select the grade from the table below:
A = 4 B = 3 C = 2 D = 1 F = 0	A = 14 – 16 B = 10 – 13 C = 6 – 9 D = 3 – 5 F = 0 – 2

If the grade book program average and the grade determined by the point system differ, the student is to be given the higher of the two grades as long as the student earns at least one (1) point in second semester.

Grades for high school courses are calculated each semester according to the high school procedures. therefore, they do not have an end of the year grade. Middle school semester-long courses that do not have a state mandated EOC will be calculated by averaging the two quarters to determine a semester-long final grade.

The point system cannot be used to determine the end-of-year grades for Civics. It must be calculated using the EOC as 30% of the year-long course grade. Students are not required to earn at least 1 point in 3rd or 4th quarter as the final grade is strictly based on the average of the 4 quarters and the EOC.

The final grade for Civics will be calculated as follows:

Quarter 1—17%

Quarter 2—18%

Quarter 3—17%

Quarter 4—18%

EOC—30%

Semester grades in Civics for students using an ESE End-of-Course Assessment Waiver will be averaged as follows:

Quarter 1=25%

Quarter 2 =25%

Quarter 3 =25%

Quarter 4 =25%.

Parent Notification:

Each year, to prepare students for career and postsecondary education planning, all middle schools shall notify students in grades 6 - 8 and their parents of the three-year and four-year high school graduation options, so they may select the program that best meets the student's needs. This notification shall be conducted prior to the annual course selection, so a student's academic plan and a time frame for achieving the graduation option may be modified to meet the student's needs. The selection of a graduation option is an exclusive choice of the student and parent; however, if a diploma option is not selected, the choice will revert to the standard four-year diploma option, which requires 24 credits.

III. Transfer Students

Transfer Grade Policy

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

1. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (b) of this rule.
2. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure outlined below.
3. Alternative Validation Procedure: If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district Student Progression Plan shall be used for validation purposes as determined by the teacher, principal, and parent or guardian:
    a. Portfolio evaluation by the superintendent or designee;
    b. Demonstrated performance in courses taken at other public or private schools that are accredited;
    c. Demonstrated proficiencies on nationally-normed standardized subject area assessments;
    d. Demonstrated proficiencies on the required state assessment; or
    e. Written review of the criteria utilized for a given subject provided by the former school.

    Students must be provided at least ninety (90) days from date of transfer to prepare for assessments

outlined above if required.

4. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

Virtual School Transfers:

Students who are enrolled full time in a virtual school program are required to meet the same promotion requirements of all other public school students in the state of Florida.

For a student who transfers back into a non-virtual district school any time during the year, the student shall be required to bring evidence of grades in progress as documented by withdrawal forms, progress reports, or report cards.

If the student is able to produce the required documentation, the grades received while attending the virtual school program will become part of the student's record in the same manner as any other transfer student. However, if the student is unable to provide the required documentation, validation of courses shall be based on performance during the first grading period in the non-virtual district school classroom. This validation will follow the same procedures as outlined under Transfer Grade Policy.

IV. Course Acceleration and Enrichment

Principals may override district criteria and place students in high school dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

High School Credit Courses Offered in Middle School

High school dual credit courses provide middle school students who have advanced skills the opportunity to pursue a more rigorous education. The expectation is that these students will take challenging courses, such as Advanced Placement, AICE, International Baccalaureate, and college dual enrollment, including during the senior year of high school. High school credit courses are not offered in middle school for the purpose of graduating early or experiencing an "easier" senior year. Failure to take rigorous academic courses during the senior year could prevent a student from being accepted into many colleges and universities. Parents of student athletes who take high school courses in middle school should visit the National Collegiate Athletic Association (NCAA) website for more information.

Each middle school may offer dual enrollment high school courses based on the needs of their students, special program requirements, and demand for the course. Course offerings vary by school; please see the school's Curriculum Guide for specific course offerings.

Career and Technical Education (CTE) courses that have been approved by the Executive Director of ~~CTE~~ Adult, Career, and Technical Education articulate to high school CTE programs in their feeder pattern and are the introductory course in a specific program of study.

A Curriculum Modification Request Form can be submitted by the principal to the Office of Student

Assignment for the Deputy Superintendent for Instructional Services to request approval to offer high school credit courses.

1. Grades for high school courses taken during middle school will appear on the high school transcript and will be averaged in with the high school grade point average. Students must carry forward all grades and any credits earned in high school courses.

2. State assessments, benchmark data and course grades must be monitored. If a middle school student is struggling in a high school course during first or second quarter, a schedule change may be implemented by the school administrator to move the student to the middle school course, as long as there is room in the course. Remaining in high school courses places the middle school student at risk of failing a required core subject. The schedule change must be made before the end of first semester.

   Once the semester is completed and the student has earned the high school credit, the grade and credit cannot be removed from the high school transcript, even if the grade is a" "D or "F".

3. Middle school students who earn a "C" or lower in a high school course are strongly encouraged to retake the course under the Grade Forgiveness Policy.

4. Schools will use district criteria for identifying eligible students for enrollment in honors or high school credit courses. Schools must have a plan for reviewing students' required state assessment scores and their grade point averages to ensure that all eligible students are considered for placement into these courses. Principals may override the district criteria and place students in dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

5. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength. Special consideration should be given to placing students in Algebra 1 Honors in an AVID student's 8th grade year.

District Criteria for Enrollment in High School Credit Courses:

Students earning a "D" or "F" in a high school credit course at the end of the first semester may be withdrawn and scheduled into a middle school course in the same subject area by the school administrator.

1. English I Honors:

   The student must have earned a Level 3, 4, or 5 on the most current required state assessment in English Language Arts (ELA) or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.5 grade point average for the year in the 7th grade Advanced Language Arts course

2. 8th Grade Algebra I or Algebra I Honors:

   The student must have earned a Level 3, 4, or 5 on the most current required state assessment in Mathematics or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. grade point average for the year in the 7th grade Advanced Mathematics course

3. 7th Grade Algebra I Honors:

   The student must have earned a Level 4 or 5 on the most current required state assessment in Mathematics, scored a stanine of 8 or 9 on the Iowa Algebra Prognosis Test, completed the district developed summer assignment, or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.5 grade point average for the year in the 6th grade Advanced Mathematics course

4. 8th Grade Geometry Honors:

   The student must have earned a "C" or higher in each semester of Algebra I Honors and must have passed the End-of-Course Assessment. A student who passes the Algebra I Honors course but does not pass the Algebra End-of-Course Assessment or earned the required comparative/concordant score may not enroll in Geometry Honors.

5. World Languages I:

   The student must have earned a Level 4 or 5 on the most current required state assessment in English Language Arts or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.0 grade point average in the previous year's Advanced Language Arts course

6. World Languages II:

   a. the student earned a 3.0 grade point average in the first year of the World Language course; and

   b. teacher, counselor, and/or administrator recommendation

7. Physical Science Honors/Integrated Science Honors:

   The student must have earned a Level 4 or 5 on the most current required state assessment in English Language Arts and Mathematics or have both of the following:

   a. a 3.0 grade point average in the previous year's Advanced Science course

   b. teacher, counselor, and/or administrator recommendation.

8. Career & Technical Courses:

a. CTE teacher, counselor, and/or administrator recommendation; and

b. The student must have earned a 3.0 grade point average in the previous year's course within the same or similar curricular area.

Awarding Grades and Credits for High School Credit Courses in Middle School

Course Requirements:

High school dual enrollment courses must meet all the requirements of high school courses. High school requirements include:

1. assessment of students through a semester exam;
2. administration of any state-required end-of-course exams;
3. calculation of the semester grade using the high school procedure;
4. minimum 135 hours as required in Florida Statute;
5. district-approved instructional materials aligned with the district-approved curriculum; and
6. reporting of the first and second semester grades to the high school the student will attend.

Grades:

Course grades will be averaged as follows:

The student's semester grade is calculated by averaging according to the following scale:

Quarter 1 = 40%
Quarter 2 = 40%
Benchmark Assessment or teacher designed exam = 20%

Quarter 3 = 40%
Quarter 4 = 40%
Benchmark Assessment or teacher designed exam = 20%

All state generated EOCs (Algebra I and Geometry) will constitute 30% of the final course grade. The grade will be calculated as follows:

Quarter 1 = 35%	Quarter 3 = 35%
Quarter 2 = 35%	Quarter 4 = 35%
~~Semester Exam~~EOC = 30%	_____ EOC = 30%

Credit Recovery courses will follow the same grade calculation as all other similar courses.

End-of-Course Assessment Waiver:

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for whom the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student and make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by the individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute:

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester based on the defined recalculation process. This statute may also be applied if recalculation of a year-long grade would result in a higher final grade for the student, even if a semester grade of "F" was not earned. A student or parent must request this recalculation in writing. Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered on the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

Courses carried forward as high school credit will be used to satisfy the high school graduation and Florida Academic Scholars Award requirements. A middle school student must be granted credit toward high school graduation requirements for courses taken through dual enrollment.

Once a high school grade is earned (credit carried forward to high school), that grade becomes a permanent on the student's transcript and may not be removed from the transcript.

High School Dual Enrollment Courses, End-of-Course Exams (EOC):

1. To earn high school credit for Algebra I, a middle school student must take the state-wide standardized Algebra I EOC assessment and pass the course. The student's performance on the Algebra I EOC assessment constitutes 30% of the student's final course grade. If a student passes the course but does not pass the EOC, the promotion requirement for middle school is met, but the student must pass an Algebra I EOC retake or have earned a comparative/concordant score on a state-approved assessment to earn a high school diploma.

To earn high school credit for a Geometry course, a middle school student must take the state-wide

standardized Geometry EOC assessment, which constitutes 30% of the student's final course grade, and earn a passing grade in the course.

Semester grades for students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester 1 exams must be completed within 10 school days following the semester 1 exam window. Once the exam is completed, the semester grade will be recalculated.

2. Students enrolled in a high school course with a statewide, standardized end-of-course assessment shall not take the corresponding grade-level required state assessment.

3. A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for whom the IEP committee determines that an end-of-course (EOC) assessment with accommodations cannot accurately measure the student's abilities, shall have the EOC assessment results waived for the purpose of determining the student's course grade and credit. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An IEP team will examine all information for each ESE student and make a determination regarding the potential for the results of the EOC to be waived.

   Any waiver of the statewide, standardized assessment requirements by the IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

District Criteria for Enrollment in Advanced Middle School Courses:

Students/Parents may request enrollment in advanced middle school courses during the course selection process in the spring. Upon verification that required criteria has been met, enrollment will be granted. Principals may override the district criteria and place students in advanced courses based on data indicating that the student is capable of success in the courses. This data must be documented. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength.

1. Accelerated Math:

   The student must have earned a Level 3 or above on the most current required state assessment in Mathematics or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.0 grade point average for the year in the previous year's mathematics course

2. Advanced Language Arts

   The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.0 grade point average for the year in the previous year's Language Arts course

3. Advanced Science:

The student must have earned a Level 3 or above on the most current required state assessment in Science, Mathematics, or English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's Science course

4. Advanced Social Studies:

The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's social studies course

Credit Acceleration Program (CAP)

The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a specified score on the assessment. The school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment. The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized end- of-course assessment during the regular administration of the assessment.

The credit awarded is for the regular course level and not the honors level. The credit for this course is not weighted for GPA calculation purposes.

If a student fails a course requiring an EOC to earn credit but attains a score indicating satisfactory performance on the corresponding EOC, credit will be awarded for the course as prescribed by state statute. Students must retake the course to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.

Grade Forgiveness Policy

Middle school students taking high school courses may repeat and replace a grade of "C", "D", or "F" earned during middle school in the high school course, with a grade of C or higher, earned subsequently in the same or comparable courses.

Credit Recovery courses are credit-bearing courses with specific content requirements defined by state adopted standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or end-of-course assessment) since the course requirements for the Credit Recovery course are the same as the previously attempted corresponding course. It is important to note that Credit Recovery courses are not bound by Section 1003.436(1) (a), Florida Statutes, requiring a minimum of 135 hours of bona fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards since the students have previously attempted successful

completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery, grade forgiveness, or remediation for students needing to prepare for an End-of- Course assessment retake.

Alternative Education Programs and the Department of Juvenile Justice

For students in alternative programs, including DJJ, the career education component must be completed by all students prior to leaving the 8th grade. For students in DJJ programs, the physical education requirement will be waived if the student is in a commitment program as an eighth grader. Physical education is not available in the DJJ program. For juvenile justice programs and alternative programs offering extended learning opportunities, promotions may occur as the requirements herein described are met.

High School Education (Grades 9-12), Section 4.9.3

I. Program of Studies Grades 9-12

High school basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the Deputy Superintendent for Instruction Services for the School District of Manatee County. All students will receive instruction in reading, English/language arts, mathematics, science, social studies, the Arts, health, and physical education. The School District of Manatee County will adhere to all statutes regarding required instruction.

Students are required to be enrolled on a full-time basis, to include seven courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria. ~~In order t~~To use this option, seats must be available in the required Manatee Virtual School courses, and principal approval must be obtained.

Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to three courses at their districted school, providing there is room in the courses selected. Home education students will not be awarded a diploma from the School District of Manatee County and may not participate in any senior graduation activities on the districted school campus.

II. Grades and Credits

Grading Scale

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, the letter grade scale and definitions adopted for all courses in grades 9 through 12 are as follows:

Value	Numeric Range	Letter Grade	Definition

4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days of grades being posted, under normal circumstances. If, after 10 days, the course requirements are not completed, the incomplete grade will become an "F."

Exam Exemption Policy:

Seniors who earn a "B" or higher for both third and fourth quarters may be exempt from the required semester 2 exam. State mandated end-of-course exams and dual enrollment course exams may not be exempted. Grades for students who are eligible to exempt the semester 2 exam will be averaged using only the third and fourth quarter grades. Each quarter will be calculated at 50% of the total semester 2 grade.

Grading Policies:

Schools shall not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Students must be notified in writing at the beginning of each course as to how their grades will be determined. This could be included in the course syllabus or information shared with students and parents.

Pass/Fail grades will not be issued for courses offered in Manatee District Schools. Students who transfer in with a Pass ("P") grade will earn the credit for the indicated course(s) but will not have a grade calculated into their grade point average.

In alignment with post-secondary education, withdrawals from a course will not become part of the student record if the course is dropped within the first ten days of the start of the semester. A "W" (Withdraw) will be recorded after the first ten days but prior to the end of the first/third quarter. Either a "WP" (Withdraw Passing) or "WF" (Withdraw Failing) will be recorded if the course is dropped after the first or third quarters, indicating the student's progress at the time of withdrawal. There is no impact on GPA.

Progress Reports are issued mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher by phone at school or through email. Many teachers maintain a web page or post through our online platform Schoology to upload information such as homework, other assignments, major projects, unit assessments, and the course syllabus.

Semester Grades

A Semester Exam is required in all courses for high school credit. Semester Exams may not be given early. Semester grades for students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester exams must be completed within 10 school days following the semester exam window. Once the exam is completed, the semester grade will be recalculated.

Course grades will be averaged as follows:

The student's semester grade is calculated by averaging according to the following scale:

Quarter 1 = 40%	Quarter 3 = 40%
Quarter 2 = 40%	Quarter 4 = 40%
Semester Exam = 20%	Semester Exam = 20%

The Algebra I, Geometry, U.S. History, and Biology EOCs will constitute 30% of the final course grade. The grade will be calculated as follows:

Quarter 1 = 35%	Quarter 3 = 35%
Quarter 2 = 35%	Quarter 4 = 35%
~~Semester Exam~~EOC = 30%	_____EOC = 30%

Credit Recovery courses will follow the same grade calculation as all other similar courses.

End-of-Course Assessment Waiver:

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An IEP team will examine all information for each ESE student and make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide standardized assessment requirements by the IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute:

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester, and the average of the two semesters is a 60% or higher based on the defined recalculation process.

If recalculation of a year-long grade, even if a semester grade of "F" was not earned, would result in a higher final grade for the student, this statute may also be applied. ~~A student or parent must request this recalculation in writing.~~ Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered in the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

This rule applies when both semesters are taken within one school year, and the student fails one of the two semesters. Students continue to earn half-credit for passing a semester of a course. This does not affect other credit recovery options.

Make-up Work

Following an excused absence, the student has the responsibility to contact his/her teachers on the next attended day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's excused absence is due within a period of time equal to the number of days that the student was absent.

Grade Point Average

1. A student's cumulative grade point average (GPA) will be calculated based upon all courses a student has completed, including courses taken for high school credit in middle school, except those where the forgiveness policy applies. Transfer credit(s) with a grade of Pass (P) will not be calculated into the GPA. In order to graduate, students must earn a cumulative unweighted GPA of 2.0 on a 4.0 scale.

2. Parents of students who have a cumulative GPA of 1.5 or below at the end of each semester in grades 9, 10, 11, and 12 shall be notified that the student is at-risk of not meeting the graduation requirements. The notice shall contain an explanation of the policies the district has in place to assist the student in meeting the GPA requirement.

Class Rank:

1. For the purposes of class ranking, high schools will use a weighted grading system for appropriate courses as indicated in the Florida Department of Education Comprehensive Course Table for high school credit courses. Class rank for graduation will be determined in January of the current school year. Class rank is determined by a student's cohort, which is defined by the year that the student enters 9th grade.

2. Class rank will be determined based on courses for which credit and grades are awarded toward a Standard Diploma. Students earning ~~a~~an Access Points Pathway Standard Diploma, Hospital Homebound

students, and Home Education students will not be included in the class ranking. A student's rank in class will be determined by using the cumulative weighted grade point average.

3. Class rank will be calculated and locked for graduation recognition purposes ten (10) school days after the end of the first semester. After it is locked, there will be no recalculation of class rank for graduation purposes.

4. Grade weighting is done at the discretion of the school district. The School District of Manatee County will weight all courses, including those who transferred from out of district, based on the scales described below.

5. Beginning with courses taken during the 2016-2017 school year , the grade weighting scale is as follows:

Unweighted Grade Points	Weighted Honors Course Grade Points	Weighted Advanced Studies Course* Grade Points
A=4	A=4.5	A=5
B=3	B=3.5	B=4
C=2	C=2.5	C=3
D=1	D=1.5	D=2

* (Section 1003.437, F.S., specifies that "For the purposes of class ranking, district school boards may exercise a weighted grading system pursuant to s. 1007.271." For districts that use a weighted grading system, s. 1007.271(18), F.S., states that "school districts and Florida College System institutions must weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation systems, ~~or~~ alternative grade weighting systems, and information regarding student education options that discriminate against dual enrollment courses are prohibited." This provision relating to GPA weighting includes all dual enrollment courses, including career education courses.)

6. Grades earned in Career and Technical Education courses that are Level 3 courses and lead to an industry certification are weighted the same as grades earned in Honors courses for the purpose of calculating grade point average (GPA).

Honors Recognition

The upper 10% of the graduating class, based on the weighted rank in class, will be graduated with Honors in the recognition of excellence in academic achievement. High schools will determine the top 10% and top 4% of the graduating class using the weighted grade point average. All Honors and Highest Honors students will be recognized at commencement. A Valedictorian and a Salutatorian will not be chosen.

Grade Forgiveness

Achievement of a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale is required for graduation.

To assist students in meeting this requirement, districts may offer grade forgiveness policies, summer school, before-school or after-school attendance, special counseling, volunteers or peer tutors, school-sponsored help sessions, homework hotlines, and study skills classes.

1. To assist students in achieving a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale, the forgiveness policy provides that students may replace a "D" or "F" with a grade of "C" or higher, earned subsequently in the same or comparable course. Only one grade and one credit may be earned for the same course. When a course is repeated, all grades appear on the student's transcript. The forgiveness policy applies only when a course is repeated after the course for which the "D" or "F" was earned. Students may repeat a course already passed only once.

2. The only exception to these forgiveness policies shall be made for a student in middle school who takes any high school course for high school credit and earns a grade of "C", "D", or "F". In such cases, the district forgiveness policy must allow the replacement of the grade with a grade of "C" or higher, earned subsequently in the same or comparable course. When a course is repeated, all grades appear on the student's transcript. All grades, except those that meet the conditions of the grade forgiveness policy, will be calculated in the grade point average.

3. In all cases of grade forgiveness, only the new grade is used in the calculation of the student's grade point average. Any course not replaced according to the forgiveness policy is included in the calculation of the cumulative grade point average required for graduation. Post-secondary institutions may have different grade forgiveness policies; therefore, the GPA may be recalculated to include ALL courses attempted which could affect admissions decisions.

4. An elective course may be replaced with any other elective course, as long as graduation requirements are still met with the substituted elective course. A student may choose to retake a high school course where no credit was awarded.

Courses for Graduation for Standard Diploma	Course completed	Course(s) that will Forgive the grade
Required specific courses for graduation (Biology, HOPE/PE, Algebra I, Geometry,	Regular course	Same course or Honors if available
U.S. History, U.S. Govt., Economics, World History, Personal Finance and Money Management)	Honors, AP, IB, AICE course	Same course or regular course

Required nonspecific courses for graduation (English, Mathematics, Science)	Regular course Honors, AP, IB, AICE course	Same course or Level 2 or Level 3 course in the same discipline Same course or regular course, or Level 3 course in the same discipline Agriscience Foundations (8106810), if used as a science credit, can forgive an equally rigorous science _
Electives	Any elective	Same course or any elective

Credit Recovery courses are elective credit-bearing courses with specific content requirements defined by Florida State Standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or End-of-Course assessment). It is important to note that Credit Recovery courses are not bound by Section 1003.436(1)(a), Florida Statutes, requiring a minimum of 135 hours of bona fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards since the students have previously attempted successful completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery or grade forgiveness or to support on-time graduation.

Credits

The granting of course credit is based on an evaluation of the individual student's achievement of established district and state performance standards and other requirements as designated by the teacher. Performance standards will include specific course content as specified in statutes and in the district curriculum.

1. For the purpose of high school graduation requirements, one full credit is determined as follows:
    a. A minimum of 135 hours of bona fide instruction in a designated course of study which contains student performance standards; or
    b. For schools that have been authorized to implement block scheduling by the district school board, a minimum of 120 hours of bona fide instruction in a designated course of study that contains student performance standards for purposes of meeting high school graduation requirements.
2. One-half (.5) credit means a minimum of 67.5 hours of bona fide instruction or a minimum of 60 hours of bona fide instruction in a high school that implements block scheduling. One half (.5) credit shall be awarded at the end of each semester/term upon the satisfactory completion of course requirements.
3. Student performance standards must be met for each academic and Career and Technical Education

Program in grades 9 through 12 for which credit toward high school graduation is awarded.

4. Credit will be awarded if a student who is not enrolled in or who has not completed a course takes and passes a statewide standardized assessment through the Credit Acceleration Program. No student may be granted credit toward high school graduation for enrollment in the following programs or courses:

    a. More than a total of nine elective credits in remedial programs.

    b. More than one credit in exploratory vocational courses.

    c. Any Level 1 course, unless the student's assessment indicates a more rigorous course would be inappropriate, in which case a written assessment of the need must be included in the Individual Education Plan or the Individual Progress Monitoring Plan and signed by the principal, school counselor and the parent, if the student is not 18 years or older.

5. Enhanced Instruction for Non-Proficient Students:

    - Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Math on a standardized assessment ~~within the last two or more consecutive years~~. Students who do not meet these criteria may be required to receive enhanced instruction through a course that will assist in building the students' skills and in mastering standards.

    - School administrators may use concordant/comparative scores on state-approved assessments.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

a. Parents must complete the Intensive Instruction Waiver Request Form (Appendix A).

b. Student must be in 6th-11th grade.

III. Promotion

Promotion Guidelines

Students will be promoted based on the number of years they have attended high school:

First year—9th grade

Second year—10th grade

Third year—11th grade

Fourth year—12th grade

Students entering high school for the first time may be placed into the 9th grade.

Students who do not meet graduation requirements after the 8th semester of high school and choose to continue their high school education, may be placed in an alternative site at the start of their 9th semester.

Students who plan to graduate in three years will be promoted to 12th grade after the first semester of their third year in high school.

IV. Acceleration and Enrichment

Articulated acceleration is available and serves to shorten the time necessary for a student to complete the requirements associated with a high school diploma and a postsecondary degree, broaden the scope of curricular options available to students, or increase the depth of study available for a particular subject. This includes, but is not limited, to post-secondary Dual Enrollment and Early Admission, Cambridge Advanced International Certificate of Education Program (AICE), Advanced Placement (AP), and the International Baccalaureate (IB) Program. Credits earned through the Florida Virtual School shall provide additional opportunities for early graduation and acceleration.

Each high school shall advise students of programs through which a high school student can earn college credit, including AP, IB, AICE, dual enrollment courses, career academy courses, and courses that lead to national industry certification, as well as offerings through virtual instruction.

To be eligible to participate in AICE, AP or IB programs, a student shall have a 3.0 grade point average and have earned Level 3 or higher on the state assessment passed a nationally-normed standardized test, earned the required comparative/concordant score within the last two years, or been granted admission at the discretion of the principal.

Eligibility requirements for dual enrollment programs are determined by each enrolling institution and can be accessed on the institution's website.

A student transferring in from out-of-state, homeschool, or private school with a state or national normed test score demonstrating that the course is academically appropriate, may enroll in AP, IB, or AICE. If requested by the student or parent, the principal may override the district criteria and place students in advanced studies courses based on data indicating that the student is capable of success in the courses. This data must be documented.

Home education students may participate in dual enrollment, career dual enrollment, early admission, and credit by examination. Credit earned by home education students through dual enrollment shall apply toward the completion of a home education program that meets the requirements of Section 1002.42, Florida Statute.

Advanced Placement (AP)

Advanced Placement (AP) is a program for eligible secondary school students to enroll in college-level courses administered by the College Board. Postsecondary credit for an AP course may be awarded to students who score a minimum of 3 on a 5-point scale on the corresponding AP exam in accordance with the policies of the receiving college or university. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for AP courses in which they are enrolled, including fees for administration of the AP

examination, regardless of whether the student achieves a passing score. Students requesting to take AP exams for courses in which they are not currently enrolled must pay for the cost of the AP exam.

Students earning a "D" or "F" in an Advanced Placement course at the end of first semester may be withdrawn and scheduled into another course in the same subject area.

AP Capstone™

AP Capstone™ is a diploma program based on two AP courses: AP Seminar and AP Research. These yearlong courses focus on developing the critical thinking, research, collaboration, time management, and presentation skills students need for college-level work. If a student earns scores of 3 or higher in AP Seminar and AP Research, he or she will receive the AP Seminar and Research Certificate™. If a student earns scores of 3 or higher in AP Seminar and AP Research and on four additional AP Exams, the student will receive the AP Capstone Diploma™.
AP Seminar - During this course, students investigate a variety of topics through various viewpoints. Students will also complete a team project and an individual paper and presentation, as well as take a written end-of-course exam.
AP Research - In AP Research, students explore various research methods and complete an independent research project. The project can build on a topic, problem, or issue covered in AP Seminar or on a brand-new topic of your own choosing. At the end of the project, students submit an academic paper and present and defend the research findings.

International Baccalaureate (IB)

International Baccalaureate (IB) is a program administered by the IB Organization whereby eligible secondary students are enrolled in a prescribed program of studies. The State Board of Education has established rules that specify the cutoff scores for IB examinations that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for IB courses in which they are enrolled, including fees for administration of the examinations, regardless of whether or not the student achieves a passing score on the examination.

Students earning a "D" or "F" in an IB course at the end of the first semester may be withdrawn and scheduled into another course in the same subject area.

Cambridge Advanced International Certificate of Education (AICE)

Cambridge Advanced International Certificate of Education (AICE) provides a high-quality curriculum which prepares young people for honors degree programs. It requires the study of subjects drawn from three curriculum areas; mathematics and science, languages, and arts and humanities. AICE offers students the opportunity to tailor their studies to their individual interests, abilities, and future plans within an international curriculum framework. The State Board of Education has established rules that specify the cutoff scores that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees,

excluding restocking fees when applicable, for Cambridge AICE courses in which they are enrolled, including fees for administration of the examinations, regardless of whether or not the student achieves a passing score on the examination. Students requesting to take Cambridge AICE exams for courses in which they are not currently enrolled must pay for the cost of the Cambridge AICE exam.

Students earning a "D" or "F" in an AICE course at the end of the first semester may be withdrawn and scheduled into another course in the same subject area.

Early High School Graduation

Early high school graduation is an option if a student has completed a minimum of 24 credits and meets all graduation requirements in less than 8 semesters, or meets the 18 credit, ACCEL Diploma Option. A student who graduates early may continue to participate in school activities and social events and attend and participate in graduation events with the student's cohort as if the student were still enrolled in high school. A student who graduates early will be included in class ranking, honors, and award determinations for the student's cohort. Cohort is defined by the FLDOE as when the student enters 9th grade (1003.4281).

A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours.

Advancement Via Individual Determination (AVID)

Advancement Via Individual Determination (AVID) is designed to prepare students for college and career readiness and success. Students who apply for and are accepted must also take at least one weighted course (Honors, Pre-AP, AP, IB, AICE, and dual enrollment) and the AVID Academic elective. AVID is designed for students who are capable of completing a college-preparatory curriculum. The AVID curriculum supports students as they undertake the most rigorous courses, with an emphasis on writing as a learning tool, the inquiry method, collaborative course grouping, organization, and academic reading. Principals are encouraged to make exceptions to the placement criteria for weighted courses in AVID students' areas of strength.

High School Dual Enrollment for Middle School Students

High school courses may be taken by eligible middle school students.

1. High school courses taken during middle school may be used to satisfy high school graduation requirements and Florida Bright Futures scholarship requirements.
2. A student must be granted credit toward high school graduation requirements for courses completed in middle school. Grades for high school credit courses taken during middle school will appear on the high school transcript, and the grades will average into the student's high school grade point average (GPA).
3. High schools shall not award high school credit for courses taken in middle school if the middle school did not award the high school credit.
4. Middle school students taking courses that require an EOC must follow statute.

Posts-Secondary Dual Enrollment and Early Admission

Posts-Secondary Dual Enrollment programs and Early Admission are available at all high schools.

1. Dual Enrollment program is defined as the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion AND a career and technical certificate or an associate or baccalaureate degree. Career dual enrollment shall be available for secondary students seeking a degree or certificate from a complete career-preparatory program and shall not be used to enroll students in isolated career courses.

2. The School Board shall inform all secondary school students of dual enrollment as an educational option and mechanism for acceleration. Students shall be informed of eligibility criteria, the option for taking dual enrollment courses beyond the regular school year, and the minimum academic credits required for graduation. District school boards must annually assess the demand for dual enrollment , and the district school board shall consider strategies and programs to meet that demand and include access to dual enrollment on the high school campus whenever possible. Information regarding student education options which discriminate against dual enrollment courses is prohibited.

3. Students enrolled in postsecondary instruction that is not creditable toward the high school diploma shall not be classified as dual enrollment.

4. Students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours and after school hours.

5. Instructional time for such enrollment may vary from 900 hours; however, the school district may only report the student for a maximum of 1.0 Full-Time Equivalency (FTE). Any student so enrolled is exempt from the payment of registration, tuition, and laboratory fees. Vocational-preparatory instruction, college-preparatory instruction, and other forms of pre-collegiate instruction, as well as physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity, are ineligible for inclusion in the dual enrollment program. Recreation and leisure studies courses shall be evaluated individually in the same manner as physical education courses for potential inclusion in the program.

6. Each semester of instruction that is eligible for high school and postsecondary credit shall be reported by school districts as 75 membership hours for purposes of FTE calculation.

7. Dual enrollment courses are weighted the same as AP, AICE, and IB courses. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited.

8. The Department of Education adopted guidelines to achieve comparability across school districts of both student qualifications and teacher qualifications for dual enrollment courses. A high school student must complete the following:

    a. Demonstration of readiness for college-level course work if the student is to be enrolled in college courses;

b. Demonstration of readiness for career-level course work if the student is to be enrolled in career courses;

c. Indication that, in addition to the required placement examination, student qualifications for enrollment in college credit dual enrollment courses must include at least a 3.0 unweighted GPA, and student qualifications for enrollment in career certificate dual enrollment course must include at least a 2.0 unweighted grade point average.

9. The Inter-institutional Articulation Agreement is jointly developed between the School District of Manatee County and State College of Florida, University of South Florida, and/or other postsecondary institutions to provide advanced instruction for those students who demonstrate a readiness to engage in postsecondary academic work. In this program, students may earn credit toward both a high school diploma and an associate or baccalaureate degree. The agreement includes the following:

a. A delineation of courses and programs available for students;

b. A plan for the institution to provide guidance services to participating students on the selection of courses in the dual enrollment program;

c. The process by which students are eligible to participate in dual enrollment and by which their parents are informed about opportunities to participate in acceleration programs;

d. An assurance that each dual enrollment student is encouraged to identify a postsecondary education objective with which to guide the course selection;

e. An assurance that each student has a plan that includes a list of courses that will result in an Applied Technology Diploma, an Associate in Science degree, or an Associate in Arts degree, and, if the student identifies a baccalaureate degree as the objective, the plan must include courses that will meet the general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program;

f. The process by which students and their parents exercise their option to participate in an acceleration program;

g. An explanation of high school credits earned for completion of each dual enrollment course;

h. An explanation of postsecondary courses that meet the criteria for inclusion in the district articulated acceleration program to be counted toward meeting graduation requirements;

i. The eligibility criteria for student participation;

j. An explanation of institutional responsibility for screening prior to enrollment and monitoring student performance subsequent to enrollment;

k. An identification of the instructional quality criteria for dual enrollment courses and programs that are to be judged;

l. A delineation of institutional responsibilities for instructional quality;

m. A delineation of responsibilities for cost of dual enrollment courses and instructional materials;

n. A description of transportation;

o. The process for converting college credit hours through dual enrollment and early admissions to high school credit; and

p. An identification of the responsibility of the postsecondary educational institution for assigning letter grades for dual enrollment courses and the responsibility of school districts for posting dual enrollment grades to the high school transcript as assigned by the postsecondary institution awarding credit.

10. Only those academic elective courses approved in the Dual Enrollment Articulation Agreement can be taken for dual enrollment credit. An academic elective that counts as credit toward graduation can be taken as dual enrollment with the approval of the principal.

11. The State Board of Education shall determine the number of postsecondary credit hours earned through dual enrollment that satisfy the requirements of the district's inter-institutional articulation agreement and that equal one full credit of the equivalent high school course.

12. When dual enrollment is provided on the high school site by college or university faculty, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college or university to provide the instruction. Charter schools are an entity of the School District of Manatee County and are bound by the rules and policies of the approved IAA between the school district and State College of Florida, University of South Florida, or other postsecondary institutions. While the School District of Manatee County will be invoiced for the tuition, charter schools receive FTE for dual enrollment students and will be responsible to the School District for all dual enrollment tuition encumbered by their students.

Credit by Examination

Credit by examination is the program through which postsecondary credit is earned based on the receipt of a specified minimum score on nationally standardized general or subject area examinations. The State Board of Education states minimum scores required for an award of credit in the statewide articulation agreement.

College and University Programs

1. Students who wish to participate in an educational program offered by accredited schools, colleges, or universities must have prior written agreement with the school principal, detailing any credit or grade acceptance toward high school graduation or inclusion on the high school transcript. Final inclusion on the high school transcript will be completed only upon the school's receipt of all necessary documentation from the appropriate institution.

2. All evidence of work/credits earned at another school will be based on an official transcript authenticated by the proper school authority. Credits from state or regionally accredited schools shall

be accepted at face value, subject to validation where deemed necessary. Credits earned through alternative delivery systems that are accredited by a regional accrediting association, non-accredited schools, home schools, or non-accredited correspondence schools shall be validated by the administration of examinations or by establishing credits earned through successful performance in subsequent courses.

With the approval of the principal, students may earn credit through dual enrollment, Advanced Placement, Cambridge Advanced International Certificate of Education, International Baccalaureate programs, Florida Virtual School, and by using substitutions indicated in the course code directory. Home education students may participate in college dual enrollment, working directly with State College of Florida, University of South Florida, or other postsecondary institutions, career and technical dual enrollment and early admission and credit by exam by postsecondary institutions. Dual enrollment credit earned by home education students shall apply toward the completion of a home education program that meets the requirements of state statute.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, virtual instruction in higher grade level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

1. The student's performance on required state assessments
2. The student's grades or grade point average
3. The student's attendance and conduct
4. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of these options by written request to the principal. This will be followed by a parent conference to discuss eligibility and placement.

Credit Acceleration Program (CAP)

1. The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a specified score on the assessment. If the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment then the school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course. The school district shall permit a student who is not enrolled in the course, or who has not

completed the course, to take the standardized end-of-course assessment during the regular administration of the assessment. If a student earns course credit without enrollment in a course via the CAP, a grade of "T" is recorded on the transcript in the Grade column.

2. The credit will be awarded for the course as prescribed by state statute when a student fails a course requiring an EOC to earn credit, but attains a score indicating satisfactory performance on the corresponding EOC. Students must retake the course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.

3. A student will be awarded course credit for earning a grade of 3 or higher on an Advanced Placement exam, even if not enrolled in the course, or for passing a CLEP test. If a student fails an AP course, but attains a score indicating satisfactory performance on the corresponding AP exam, credit will be awarded for the course as prescribed by state statute. Students must retake the course or an equivalent course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course or an equivalent course and earns a "C" or above.

Credit for Career & Technical Student Organization Participation (CTSO)

~~3.~~ A high school student may be awarded one (1) elective credit when at least 135 hours of participation in a CTSO is shown. This participation must be outside the school day and verified by school/district personnel using the approved forms that are provided by the CTSO advisor. The collection of all forms is the responsibility of the student, as the hours can be accumulated over several years including middle school. Students are encouraged to request documentation by the end of each school year as advisors may change or retire.

V. Graduation Requirements

General Information

A student in a Manatee County public school may earn a Standard Diploma or a Certificate of Completion. All requirements must be met before a diploma or certificate is awarded. The diploma or certificate will be awarded to reflect the year that the final requirements are met. To earn a diploma, a student must meet the graduation requirements for the school year in which that student entered ninth grade for the first time. In accordance with the Individuals with Disabilities Act (IDEA), students with disabilities may receive services through the public school system through age 21 (i.e., until their 22nd birthday) or until they graduate with a Standard Diploma, whichever comes first.

Before a student graduates from high school, the school shall assess the student's preparation to enter the work force and provide the student and student's parent/guardian with the results of the assessment. The Department of Education has determined that, because required state assessments assess certain Education Goal 3 standards, which were developed from a United States Secretary of Labor's report on necessary skills, the required state assessments can serve as this assessment.

Students who have met all requirements for the standard high school diploma except for passage of the required state assessment or an alternate assessment by the end of Grade 12 must be provided the following learning opportunities:

1. participation in an accelerated high school equivalency diploma preparation program during the summer;

2. upon completion of Certificate of Completion, be allowed to take the Postsecondary Education Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate: and

3. participation in an adult general education program for such time as the student requires to master English, reading, mathematics, or any other subject required for high school graduation. Students attending adult basic, adult secondary, or vocational-preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.

Change in Graduation Requirements

School Board approval is required prior to increasing a school's graduation requirements. An increase in academic credit or minimum grade point average requirements shall not apply to students in grades 9-12 at the time of the increase.

District school boards may not establish requirements for the ACCEL Accelerated Diploma Option in excess of the requirements as per statute.

Participation in the Graduation Ceremony

A student must complete all requirements for a standard or special diploma in order to participate in his/her high school graduation ceremony. A student must be registered at a Manatee district high school in order to participate in that high school's graduation ceremony or must be enrolled in a School District of Manatee County sanctioned educational option. A full-time virtual school student will not be allowed to participate in graduation at his or her zoned school.

A student who withdraws from a high school, enrolls in an adult program, and successfully completes the Graduate Educational Development (GED) tests, may participate in the adult high school graduation ceremony, and is awarded a State of Florida diploma. Students may not participate in the graduation ceremony with their previous high school.

Special Education students who earn a Certificate of Completion as addressed in the IEP may participate in the graduation ceremony. A student who receives a Certificate of Completion due to not meeting graduation requirements for a Standard Diploma may not participate in any graduation ceremony. A Special Education student whose diploma has been deferred based on the IEP team decision will be permitted to participate in the graduation ceremony for his or her cohort group only.

Summer Graduation

A student who completes the 12th grade without having met all ~~of the~~ graduation requirements ~~except for one credit~~ may attend summer school. If the student satisfactorily completes ~~the~~ all ~~credit~~graduation requirements, the student may participate in the district summer graduation ceremony.

Students who graduate from an alternative educational path as sanctioned by the School District of Manatee County may participate in the summer graduation ceremony. Students enrolled in a School District of Manatee County alternative high school who are not permitted to walk with their zoned schools may participate in the district summer graduation ceremony.

Graduation Requirements: Standard Diploma

Standard Diploma Options:

To graduate from a Manatee County public school, all students seeking a standard diploma must select one of the graduation diploma options:

1. Four Year Standard Diploma 24 credits
2. ACCEL Accelerated Graduation Option 18 credits
3. CTE Graduation Pathway 18 credits

Students must select one of the graduation options. The choice is exclusively up to the student and his/her parent/guardian.

Each year, schools shall notify students in grades 6 – 12 and their parent of the high school graduation options and requirements, including the respective curriculum requirements for those options, so the student and parent/guardian may select the program which best fits their needs. This notification shall be made prior to the annual spring registration of students for the following year, so the student's academic plan can be selected or modified to meet the needs of the student. Students must be advised of eligibility requirements for state programs and postsecondary admissions.

If the student and parent/guardian fails to select a diploma option, the student shall be considered to have selected the Four Year Standard Diploma option, which requires 24 credits.

Changing between Standard and Accelerated Diploma Options:

Once a diploma option is selected, the option remains in effect throughout the student's high school experience, unless the parent and student submit a written request to change diploma options as part of the registration process for the upcoming school year. Any such change must be submitted in writing.

Diploma Endorsement:

School boards may attach a Florida Gold Seal Career and Technical Endorsement to a Standard Diploma or award differentiated diplomas to those exceeding the prescribed minimums.

Grade Point Average:

In order to graduate from high school, students must achieve a cumulative unweighted grade point average (GPA) of 2.0 on a 4.0 scale in the courses required for graduation.

State Assessment:

Students must meet all state assessment requirements in order to graduate from high school with a Standard Diploma. Students may use concordant scores or the required state assessments waiver (ENNOBLES Act) to satisfy this requirement.

Diploma Designations:

The **Florida Seal of Biliteracy** Program is established to recognize high school graduates who have attained a high level of competency in listening, speaking, reading, and writing in one or more foreign languages, in addition to English, by the award of a silver or gold seal on a Standard Diploma. The criteria for both seals can be found at http://www.fldoe.org/academics/eng-language-learners/world-languages-foreign-languages.stml-.

Students may earn either a **Scholar Diploma** designation or a **Merit Diploma** designation by meeting specific criteria. Criteria is listed in the graduation requirement charts found at https://www.fldoe.org/schools/k-12-public-schools/sss/graduation-requirements/.

The **Florida Seal of Fine Arts** Program is created to recognize high school graduates who have met an exemplary level of proficiency in the performing or visual arts based on established criteria.

Credit Requirements: Standard Diploma

Students receiving a Standard High School Diploma must meet the requirements specified in Florida Statutes. More information on graduation requirements can be found at https://www.fldoe.org/schools/k-12-public-schools/sss/graduation-requirements/.

CTE Graduation Pathway:

Beginning with the 2019-2020 school year, a student is eligible to complete an alternative pathway to earn a standard high school diploma through this option by:

- Earning at least 18 credits.
- Earning a cumulative grade point average of a 2.0 on a 4.0 scale.
- Completing the same requirements as for a standard diploma in ELA, Math, Science and Social Studies.
- Completing two credits in career and technical education. The courses must result in a program completion and an industry certification.
- Completing two credits in work-based learning programs. A student may substitute up to two credits of electives, including one-half credit of financial literacy.

Course Information

Mathematics:

Successful completion of Algebra IA and Algebra IB will satisfy the Algebra I requirement for graduation. A certified school counselor or the principal's designee must advise students that state universities may require three additional mathematics courses at least as rigorous as Algebra I for admission. Level III Mathematics courses in the Florida Course Code Directory may substitute for the Algebra I requirement. Transfers from outside Manatee County may fulfill the Algebra I requirement with the state equivalents. Credit may not be earned for more than one of the options. Students must earn the necessary mathematics credits required for graduation.

A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one mathematics credit. Substitution may occur for up to two mathematics credits, except for Algebra I and Geometry. This option will not impact a student's grade point average as no grade is awarded for the substituted math course.

A student may substitute a credit in computer science, if identified as equivalent in rigor by the Commissioner, for one mathematics requirement except for Algebra I and Geometry. A computer science credit may only be used to substitute one course (either mathematics or science).

A student that earns an industry certification in 3D rapid prototype printing may substitute up to two credits of the mathematics requirement, with the exception of Algebra I, if the Commissioner identifies the certification as being equivalent in rigor.

~~U.S. Government:~~

~~Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4). The Lou Frey Institute has created a supplemental resource guide and a practice examination for the FCLE. This has been approved by FDOE and is now available here: https://www.fldoe.org/accountability/assessments/k-12-student-assessment/fcle.stml.~~

Science:

1. Agriscience Foundations I may count as a science credit.
2. Integrated Science I, II, and III taken in sequence will meet the science requirements. The School District of Manatee County will only offer this series of courses for ESE students. These students are required to take the Biology EOC at least one time.
3. A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one Biology credit. Substitution may occur for up to two science credits, except for Biology I. This option will not impact a student's grade point average as no grades are awarded for the substituted science course.
4. A student who earns credit in a computer science course may substitute the computer science credit for one science credit, except for Biology I, if identified as equivalent in rigor by the Commissioner. A computer science credit may only be used to substitute one course (either mathematics or science).

Community Service:

If offered at the high school, students may enroll in Voluntary Public Service (0500370) or Voluntary School/Community Service (2104330). Students may earn community service hours and elective credit for the Voluntary Public Service course. To receive credit for the Voluntary School/Community Service course, students must complete at least 75 community service hours. Students will be awarded social studies elective credit as well as the community service hours earned during completion of the course standards.

Health Opportunities through Physical Education (HOPE):

HOPE is a year-long health and physical education (PE) course required of all high school students. A school may not require students to take the one credit in HOPE or a Health/PE variation of HOPE during the ninth grade.

Schools may offer one of the following options to meet the health/PE graduation requirement:

- student takes ½ credit in Physical education and ½ credit in Personal Fitness;

- student takes the one credit HOPE Core course; or
- student takes the one credit HOPE Physical Education Variation course.

Students can meet the HOPE requirement by passing .5 credit of Personal Fitness and .5 credit in a Physical Education course.

Certain activities as follows may satisfy a portion or all of the HOPE/Physical Education requirement.

1. Interscholastic Sports:

   Participation in two seasons of an interscholastic sport at the junior varsity and varsity levels satisfies the full 1 credit HOPE requirement.

2. Junior Reserve Officers Training Corps (JROTC):

   Completion of two years in a Junior Reserve Officers Training Corps (JROTC) course satisfies the full one credit of HOPE/physical education requirement and the full one credit of Performing Arts requirement. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

3. Completion of one semester, with a grade of "C" or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extracurricular activity, or in a dance class shall satisfy .5 credit in physical education or .5 credit in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

4. The HOPE curriculum includes education on teen dating violence and abuse as required by statute.

Assessment Requirements:

To meet graduation requirements, a student must earn passing scores on the required statewide assessments or earn scores on a standardized test (PSAT, SAT, CLT, and/or ACT) that are concordant/comparative with passing scores on the required statewide assessments. Participation in the assessment program is mandatory for all school districts and all students attending public schools. Students who transfer from out-of-state, home education or private school must have a passing score on a statewide end-of-course assessment for Algebra from the previous state/district attended or a concordant score.

~~Civics~~United States Government: Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4).

Grade 10 ELA Concordant Scores

Available for students who entered grade 9 in 2020-21 and beyond:	
SAT EBRW/RW	480
ACT English and Reading Subtests (averaged)	18
CLT Verbal Reasoning and Grammar/Writing sections sum	36
Available for students who entered grade 9 between the 2010-11 and 2019-2020 school years:	
SAT EBRW/RW	430
SAT Reading Subtest	24
ACT Reading	19
ACT English and Reading Subtests (averaged)	18

~~Concordant Scores by Year Student Entered Grade 9: 2010-11 through 2018-2019~~		
~~Assessment~~	~~Reading Score~~	~~Math Score~~
~~NGSSS Algebra I EOC FSA Algebra I~~		~~399* (2011-12) 489** (2014-15) 497 (2014-2015 to present)~~
~~FCAT 2.0 FSA ELA FSA ELA~~	~~245 (2010-2013) 349 (2013-2014) 350 (2014-2015 to present)~~	
~~SAT~~	~~430~~	
~~ACT~~	~~19~~	
~~PERT~~		~~97~~
~~SAT (Beginning with Spring 2016 administration through August 1, 2018):~~		
~~SAT Evidence-Based Reading and Writing~~	~~430~~	
~~SAT Reading Subtest~~	~~24~~	
~~*Students who entered Grade 9 in the 2010-11 school year were required to earn course credit in Algebra 1 or an equivalent course and participate in the Algebra 1 EOC Assessment. The results of the Algebra 1 EOC Assessment must constitute 30% of these students' final course grade, but there is not a passing requirement for this cohort of students.~~		
~~**Students who took the assessment prior to the adoption of the passing score on the new scale adopted by the State Board in January 2016 are eligible to use the alternate passing score for graduation, which is linked to the passing score for the previous assessment requirement.~~		
~~Concordant Scores by Year Student Entered Grade 9: 2019-2020 and Beyond~~		
~~Assessment~~	~~Reading Score~~	~~Math Score~~
~~FSA Algebra I EOC~~		~~497~~

~~Grade 10 FSA ELA~~	~~350~~	
~~SAT~~	~~480 (EBRW)~~	~~420 (Math)~~
~~ACT~~	~~18 (Average of English and Reading)~~	~~16 (Math)~~
~~PSAT~~		~~430~~

Algebra 1 EOC Comparative Scores

Available for students who entered grade 9 in 2020-21 and beyond:	
PSAT/NMSQT Math	430
SAT Math	420
ACT Math	16
CLT Quantitative Reasoning section	11
Geometry EOC	Level 3
Available for students who entered grade 9 between the 2010-11 and 2019-2020 school years:	
PERT Mathematics	114
	430
SAT Math	420
ACT Math	16
Geometry EOC	Level 3
Available for students who entered grade 9 between the 2011-12 and 2018-2019 school years:	
PERT Mathematics	97

Once a student who has failed the required state assessment for graduation has met the assessment graduation requirement for a standard high school diploma with a concordant score, the student is not required to continue retaking the required state assessment for graduation for the purpose of high school graduation and may be removed from an intensive intervention course at the change of the semester. Students scoring at Level 1 and 2 on required state assessments in reading and/or math must continue to receive intervention and remediation within the MTSS framework irrespective of meeting graduation requirements through concordant/comparative score if the problem-solving team finds the services necessary.

Students Currently Holding a Certificate of Completion:

Students currently holding a Certificate of Completion who are seeking a standard diploma must meet a concordant score based on the statute governing their 9th grade cohort requirements. As always, students may use a combination of SAT and ACT scores to meet the high school graduation testing requirements.

~~The flexibility for concordant score requirements will be retained for students in this cohort who do not meet the requirements in 2010.~~

~~a. Students presenting ACT scores (no date restriction): Students may use the 2003 ACT concordant score requirements to meet the high school graduation testing requirements in reading and mathematics.~~

~~b. Students presenting SAT scores dated prior to March 2005: Students must use the 2003 concordant score requirements to meet the high school graduation testing requirements in reading and mathematics.~~

~~c. Students presenting revised SAT scores dated March 2005 and beyond: Students may use either the 2003 or 2009 concordant score requirements (mix and match to their advantage) to meet the high school graduation testing requirements.~~

VI. Diploma Options

ACCEL Diploma

Selection of the ACCEL Diploma Option:

Prior to a student selecting the ACCEL accelerated diploma option, designated school personnel should meet with the student and his/her parent to explain the requirements, advantages, and disadvantages of this option.

Students choosing the ACCEL diploma option must attend high school as a full-time student. No requirements for the ACCEL accelerated three-year high school graduation options shall be established in excess of the requirements listed in statute. A student who meets all of the requirements for a three-year diploma shall be awarded a standard diploma in a form prescribed by the State Board of Education.

Course Requirements for the ACCEL Accelerated Diploma:

A Standard Diploma will be awarded to a student who:

1. Completes Florida's high school Standard Diploma course requirements (based on the grade 9 cohort year) without the required physical education course and only three credits in electives (total of 18 credits)
2. Maintains a cumulative grade point average (GPA) of 2.0 on a 4.0 scale.

Diploma Equivalency Options

Other diploma options for Manatee district students include:

1. Adult High School Diploma
2. High School Equivalency Diploma (GED) Option
3. Performance-Based Exit Option (for DJJ Students only)

Adult Student High School Diploma:

In order to earn an Adult Education Standard Diploma, a student enrolled in an adult education program must meet all of the requirements for a Standard Diploma. However, the laboratory component for the science requirements may be waived if facilities are not available; the credit in physical education may be waived, and elective credit may be substituted.

Any course listed within the Florida Course Code Directory in the areas of art, drama, dance, or music may be taken by adult education students and will satisfy the credit in performing arts that is required for high school graduation.

High school credit may be awarded for educational experience in the Armed Forces, to include the following:

1. Two elective credits for any individual who has completed one full year of military service;
2. Correspondence courses completed under USAFI; or
3. Organized courses completed in a school operated by the Armed Forces.

Credits may be awarded for prior learning and nonacademic activities. Up to eight credits may be awarded for experience. High school credit may be granted on the basis of examinations, administered as prescribed in State Board Rule.

Course credit or other evidence of work earned in another school district at an accredited school shall be transferred into Manatee County Adult School based on face value as authorized by State Statute, State Board of Education Rules, Manatee County School Board Policy, and the appropriate school authority. If deemed necessary, additional validation may be required.

Students 16 years old or older, with the approval of the principal, may exercise the Adult Education course option to earn up to four additional credits during their high school career.

Special assistance to obtain a high school equivalency diploma pursuant to Florida Statute may be given only when the student has completed all requirements for graduation except the attainment of the required cumulative grade point average.

High School Equivalency Diploma (GED) Option:

The GED is a battery of four General Educational Development Tests. A student must be 16 years of age at the time of application.

The GED Testing Center is located at Manatee Technical College. The student must apply and pay online to schedule their test at www.ged.com . The test itself is taken at MTC ~~West~~Main Campus.

A student under the age of 16 must complete the Florida GED Testing Program's Testing Eligibility Exception Form (also known as the Underage Waiver) and submit it to the approved GED Testing Center.

After satisfactorily passing the High School Equivalency Test, the student will receive a State of Florida High School Diploma and will be considered an adult graduate. ~~The student may participate in the adult high school graduation ceremony.~~

Performance-Based Exit Option:

The Performance-Based Diploma Exit Option is an alternative route to graduation for eligible Department of Juvenile Justice (DJJ) students who may not graduate with their cohort group because of credit deficiency, low grade point average, or being over-age for the grade. The program is not an option for early exit; it is designed to help students who fall behind to graduate with their kindergarten cohorts by receiving a State of Florida High School Performance- Based Diploma.

The Manatee County model includes direct, explicit instruction, and an online instructional program.

The students must meet all of the following eligibility criteria:

1. The student must be enrolled in and attending a PK-12 program.
2. The student is at least 16 years old.
3. The student is enrolled in courses that meet high school graduation requirements and is earning and receiving credits.
4. The student is over-age for grade, behind in credits, or has a low grade point average, and is in jeopardy of not graduating with his or her cohort group.
5. The cohort group with which the student entered kindergarten is graduating or has graduated.
6. The student's reading level must be at seventh grade or higher at the time of selection (ninth grade or higher at the time of testing for the Florida High School Diploma authorized under Rule 6A-6.0201, F.A.C), as documented by a passing score on the Test of Adult Basic Education (TABE) reading component or other assessment to determine grade-level proficiency.
7. The student has acceptable scores on official GED Practice Tests administered under testing conditions.

Admission Procedures for Performance-Based Exit Option:

After initial eligibility is determined, a comprehensive review of student records by the child study team, including grades, credits, and educational plans, must be completed to determine if the Performance-Based Exit Option Model is the most appropriate educational strategy.

Parents must be informed and give consent to the student's participation in this option.

The student's record must include notification and eligibility, parents' right to administrative review of proposed placement, and parent consent for student participation prior to placement.

Parents must be provided clarification that the student transcript will indicate an alternative graduation route.

Certificate of Completion

A Certificate of Completion shall be awarded to a student who completes the 24 required credits for graduation, but who does not meet one or more of the following requirements:

1. earning passing scores on the required state assessment or scores on a standardized test that are concordant with passing scores on the required state assessment;

2. achieving the required cumulative grade point average of 2.0 on a 4.0 scale; or

3. completing all other requirements in Student Progression and remedial instruction.

The student shall be awarded a certificate of completion in a form prescribed by the State Board. ~~Any student who receives a Certificate of Completion may elect to remain in the secondary school, either as a full-time or part-time student, for up to one additional year, and receive special instruction designed to remedy his/her identified deficiencies. If the student meets the additional requirements to earn a diploma, the diploma will be awarded from the home high school.~~

There is no Certificate of Completion awarded to students who are seeking a three-year diploma option. If the student does not meet all of the requirements for a three-year diploma option, the student automatically reverts to the 24 credit requirements for the four-year standard diploma.

The district superintendent shall be responsible for ensuring that schools notify all students of the consequences of failure to receive a Standard Diploma, including the potential ineligibility for financial assistance at postsecondary educational institutions.

The following section will be implemented to the extent that funding is provided in the General Appropriations Act. Students who have met all requirements for a Standard Diploma, except for passage of the required state assessment or an alternative assessment by the end of grade 12, must be provided the following learning opportunities:

1. To ~~p~~Participate in an accelerated high school equivalency diploma preparation program during the summer, and upon receipt of a Certificate of Completion, take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate.

2. To ~~p~~Participate in an adult general education program for such time as the student requires in order to master English, reading, mathematics, or any other subject required for high school graduation. Students attending adult basic, adult secondary, or vocational preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.

3. To ~~p~~Participate in an immersion English language instruction program during the summer following the senior year. There must be documentation that students have been enrolled in an ESOL program for less than two school years and that they have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment. Students receiving such instruction are eligible to take the required state assessment or alternative assessment and receive a standard high school diploma upon passage of the required state assessment or the alternative assessment. Upon receipt of a certificate of completion, a student will be allowed the opportunity to take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college as appropriate.

VII. Exceptional Student Education

Standard Diploma Pathways

Effective school year 2014-2015, all students with disabilities entering grade nine (for the first time) will be provided the opportunity to receive a standard high school diploma by meeting the same requirements as all students OR through an alternate pathway as outlined below:

1. Standard Diploma available to all students to include students with disabilities:

    a. Refer to Graduation Option Chart

    b. Students with disabilities working for a scholar designation are not eligible for a waiver consideration, per scholar designation requirements.

    c. Students with disabilities working for a merit designation may be considered for a waiver, if necessary, per merit requirements.

2. Standard Diploma Academic & Employment Pathway:

    For any student with a disability, when the IEP team determines that mastery of academic (State Standards) and employment competencies is the most appropriate way for the student to demonstrate his/her skills, the student must demonstrate:

    a. Documented achievement of all annual IEP goals, academic and employment competencies, industry certification, or occupational completion points (OCPs) in the student's transition plan; and

    b. Maintain successful paid employment for at least one semester

    c. Refer to Graduation Option Chart

3. Standard Diploma Access Points Pathway:

For a student with a significant cognitive disability, when the IEP determines that mastery of State Standards Access Points is the most appropriate pathway, the student must be instructed in State Standards Access Points (modified curriculum) and participate in the statewide alternate assessment. This option includes:

    a. Portfolio of quantifiable evidence for courses not measured by a state standardized assessment;

    b. Refer to Graduation Option Chart

Florida Standard Diploma High School Graduation Options for Students with Disabilities Entering 9th Grade in 2014-15 and Thereafter.

➢ **24 credit standard diploma option available to all students, including students with disabilities**	▪ **24 credit standard diploma option with academic and employment requirements, available only to students with disabilities**	❖ **24 credits standard diploma option available only to students with significant cognitive disabilities, who take access courses and the alternate assessment.**
4 Credits English Language Arts (ELA)		
➢ ELA I, II, III, IV ➢ ELA honors, Advanced Placement (AP), Advanced International Certification of Education (AICE), International Baccalaureate (IB), and dual enrollment courses may satisfy this requirement	▪ Must earn credits for all the courses listed in the first column ▪ May Substitute a CTE course with content related to English for English IV	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to English for English IV
4 Credits Mathematics		
➢ One of which must be Algebra I and one of which must be Geometry ➢ Industry certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra I and Geometry) scholar	▪ Must earn credits for all the courses listed in the first column ▪ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)

3 Credits Science		
➢ One of which must be Biology I, two of which must be equally rigorous science courses ➢ Two of three required credits must have a laboratory component ➢ An industry certification that leads to college credit substitutes for up to one science credit (except for Biology I)	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to science for one science credit (except Biology I)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to science for one science credit (except Biology I)
3.5 Credits Social Studies		
➢ 1 credit World History ➢ 1 credit U.S. History ➢ .5 credit in U.S. Government ➢ .5 credit in Economics ➢ .5 credit in Personal Finance and Money Management (Beginning with 9th grade students entering high school in 2023-24 school year)	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to social studies for one social studies credit (except for U.S. History)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses. ❖ May substitute a CTE course with content related to social studies for one social studies course (except for U.S. History)
1 credit and Performing Arts, Speech and Debate, or Practical Arts ** see below		

~~8~~ 7.5 **Elective Credits**		
	▪ Must include .5 credits in an employment-based course ▪ May include ESE Courses	❖ May include employment based course(s)
1 Credit Physical Education to include the integration of health		
All students must earn a 2.0 grade point average on a 4.0 scale and pass statewide assessments, or earn a concordant/comparative score, unless a waiver of assessment results is granted by the IEP team.		

❖ Parental consent is required before a student may take Access Point courses.

** Eligible courses and eligible course substitutes are specified in the Florida Course Code Directory at http://www.fldoe.org/articulation/CCD/default.asp.

CTE Course Substitutions for Graduation Requirements

Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that participation in the Florida Alternate Assessment is the most appropriate measure of the student's skills, in accordance with subsection 6A-1.0943(5), F.A.C., and instruction in the Access Points is the most appropriate means of providing the student access to the general curriculum. Students must meet the graduation requirements specified in Section 1003.4282(1)-(9) or 1002.3105(5), F.S., through the access course specified for each required core course or through core academic courses aligned with the general education curriculum standards.

Eligible CTE courses, as defined in paragraph (2)(d) of this rule, may substitute for Access English IV; one (1) mathematics credit, with the exception of Access Algebra 1A and Access Algebra 1B and Access Geometry; one (1) science credit, with the exception of Access Biology; and one (1) social studies credit with the exception of Access United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.

Deferral of Standard Diploma

Once a student with a disability meets all the requirements for a standard diploma, they may defer the receipt of their diploma. The decision to accept or defer the standard high school diploma must be made prior to the beginning of the school year in which the student is expected to meet all requirements for a standard high school diploma. A signed statement by the parent, guardian or student, if the student has reached the age of majority and rights have transferred to the student in accordance with subsection 6A-6.03311(8), F.A.C., that he or she understands the process for deferment and identifies if the student will defer the receipt of his or her standard high school diploma, must be included in the IEP. The IEP Team must review the benefits of deferring the standard high school diploma and describe to the parent and the student all services and program options available.

Certain conditions must be met in order to defer the standard diploma:

1. The student's TIEP prescribes special education, transition planning, transition services, or related services through the student's 22nd birthday.

The decision to defer a diploma must be made during the school year in which the student is expected to meet all graduation requirements. Students who fail to defer receipt of a standard high school diploma will be notified by the district, in writing, that receipt of the diploma ends the district's obligation to provide free appropriate public education (FAPE).

Students who choose to defer the receipt of the diploma will participate in a graduation ceremony with their graduation class. If student chooses to NOT participate in the graduation ceremonies, he/she forfeits the opportunity of participation in any future ceremonies.

Certificate of Completion

A student with a disability who receives a Certificate of Completion and has a TIEP that prescribes special education, transition planning, transition services, or related services may continue to receive free and appropriate public education (FAPE) until the student's 22nd birthday.

ESE Assessment Requirements

Standard Diploma with Required State Assessment Waiver:

A student with a disability, as defined in S.1007.02~~(2)~~, F.S., for whom the Individual Education Plan (IEP) committee determines that the required state assessment cannot accurately measure the student's abilities taking into consideration all allowable accommodations, shall have the required state assessment results waived for the purpose of receiving a standard high school diploma, if the student:

1. Completes the minimum number of credits and other requirements for graduation and
2. Does not earn passing scores on the required state assessment or on a standardized test that is concordant with passing scores on the required state assessment after attempting each required assessment at least once.
3. ~~Consistent with the provisions of section 1003.43(11)(a), F.S.,~~A ~~a~~ny senior who has not achieved a passing score on the required state assessment may receive intensive remediation.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

~~6.~~5. Parents must complete the Intensive Instruction Waiver Request form (Appendix A).

Student must be in 6th-11th grade.

End-of-Course Assessment Waiver:

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An IEP team will examine all information for each ESE student, and then ~~make a determination regarding~~determine the potential for the results of the EOC to be waived.

Any waiver of the statewide standardized assessment requirements by an IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

VIII. English for Speakers of O~~o~~ther Languages (ESOL)

Students who are enrolled in an ESOL program and have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment may receive immersion English language instruction during the summer following their senior year and/or return as a fifth-year senior to have the opportunity to meet the graduation requirements. Students receiving such instruction are eligible to take the required state assessment or alternate assessment and receive a standard high school diploma upon passage of the required state assessment or the alternate assessment. This section will be implemented to the extent funding is provided in the General Appropriations Act.

Pursuant to Section 1003.433(3), F.S., and SB 6A-1.09422, beginning with the 2022-23 school year, students who have been enrolled in an English Speakers of Other Languages (ESOL) program for *less than 2 school years and have met all requirements for the standard high school diploma except for passage of any assessment required for graduation* as specified by Section 1003.4282 or 1008.22, F.S., or alternate assessment is eligible for a standard high school diploma if the student:

Meets the requirement to pass the statewide, standardized grade 10 ELA assessment by satisfactorily demonstrating grade-level expectations on a formative assessment that generates a score or metric that can be interpreted as a measure of grade 10 level achievement in ELA.

Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records guidelines.

IX. College Readiness

Schools shall use all available assessment results, including the results of statewide, standardized English language arts assessments and end-of-course assessments for Algebra I and Geometry, to advise students of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation.

College-Ready Cut Scores:

Florida's College Readiness Assessments and Cut Scores (as of March 2022)	
Common Placement Tests	
Florida Postsecondary Education Readiness Test (PERT)	Reading (106)
	Writing (103)
	Mathematics (114)
Next-Generation ACCUPLACER, The College Board	Quantitative Reasoning, Algebra, and Statistics (QAS) (261)
	Reading (256)
	Writing (253)
SAT, The College Board	Reading Test (24)
	Writing and Language Test (25)
	Math Test (24)
Digital SAT, The College Board	Evidence-Based Reading and Writing Section (490)
	Math Section (480)
ACT with Writing or ACT, Inc.	Reading (19)
	English (17)
	Mathematics (19)
Classic Learning Test, Classic Learning Initiatives, LLC	Sum of the Verbal Reasoning and Grammar/Writing Sections (38)
	Quantitative Reasoning Section (16)
Alternative Methods	
PSAT/NMSQT and PSAT 10, The College Board	Reading Test (24)
	Writing and Language Test (25)
	Mathematics Test (24)
Digital PSAT/NMSQT and PSAT 10, The College Board	Evidence-Based Reading and Writing Section (490)
	Math Section (480)
PreACT®	Reading (22)
	English (18)
	Mathematics (22)
General Educational Development (GED®) Test	Reasoning Through Language Arts (165)
	Mathematical Reasoning (165)
Test Assessing Secondary Completion (TASC™)	Language Arts Reading (580)
	Language Arts Writing (560 and 6 on the essay)
	Mathematics (560)
High School Equivalency Test (HiSET®)	Language Arts Reading (15)
	Language Arts Writing (15)
	Mathematics (15)
End-of-Course Assessments	Algebra 1 End-of-Course Assessment (4)
	Geometry End-of-Course Assessment (4)

ALEKS® PPL	Mathematics (30)

~~Cut Scores Indicating College Readiness~~						
~~ACT~~	~~Reading~~	~~19~~	~~English~~	~~17~~	~~Mathematics~~	~~19~~
~~SAT~~	~~Verbal~~	~~440~~			~~Mathematics~~	~~440~~
~~PERT~~	~~Reading~~	~~104~~	~~Writing~~	~~99~~	~~Mathematics~~	~~113~~

~~Changes to college-ready cut scores:~~

~~As a result of standard setting, revisions were made to the Postsecondary Education Readiness Test college-ready cut scores for each content area. The revised scores are applicable to assessments administered on or after the effective date (October 22, 2012). Procedures for students administered assessments prior to the effective date of the rule should be held to the cut scores in effect at the time of the administration or test date. The revised scores appear below.~~

~~Postsecondary Education Reading Test~~	
~~Reading~~	~~106~~
~~Writing~~	~~103~~
~~Mathematics~~	~~114~~

~~Additionally, the reading cut score for the American College Testing Program-Enhanced (ACT) and the math cut score for PERT were revised to align with the high school graduation requirement.~~

~~ACT~~	~~Reading~~	~~19~~
~~PERT~~	~~Mathematics~~	~~97~~

X. Exit Interviews

Manatee County students are required to remain enrolled in school until the age of 16. The student's school counselor or other school personnel is required to conduct an exit interview with a student to discuss actions that could be taken to keep the student in school. The student must be informed of opportunities to continue his/her education in a different environment, including but not limited to, adult-education and GED test preparation. The student must complete a survey in the format prescribed by the Department of Education to provide data on reasons for terminating enrollment and actions taken by schools to keep students enrolled to the student's school counselor.

K-12 Virtual Education, Section 4.9.3

XI. Virtual Programs

Policy

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through twelve. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes, current and local needs, and includes requirements for virtual education programs. For more information, see Florida Department of Education website – www.fldoe.org.

Virtual Education Programs

All students who choose to participate in a virtual education program must meet all of the local and state requirements for promotion, retention, and good cause exemptions. All instructional personnel, parents, and students are encouraged to become familiar with the requirements for progression from one grade to another, including the requisite testing programs.

Virtual instruction means a program of instruction provided in an interactive learning environment created through technology in which students are separated from their teachers by time, space, or both, and in which a Florida certified teacher is responsible for at least 70% of the online instruction to students in K-12.

As stipulated by the Florida K-20 Education Code (s.1002.20), parents have the right to choose educational options including virtual education. Manatee Virtual School (MVS) provides full-time and/or part-time opportunities for all Manatee County zoned and home school students to access elementary, middle and high school courses. A student's full-time school may not deny access to courses offered through any approved district virtual education program if the desired online course(s) is an appropriate course placement based on the student's academic history, grade level, and age.

Note: Per Florida Virtual memo of June 2011, public school students may only register for up to three FLVS courses at one time.

- Full-time virtual education is available for home education and FLVS students.

A student must be assigned to a FLVS ~~teacher~~ course either before the school year or semester begins or

within the first ten days of either semester to be able to withdraw from a SDMC face-to-face course.

The Manatee County School District shall provide students with access to enroll in courses available through the MVS option of the student and parent's choice and shall award credits or academic points for successful completion of such courses. While a district may not artificially limit a student's enrollment in online courses offered by the school district, another school district, or FLVS if the student would be academically eligible to enroll in the same courses in a brick-and-mortar setting within the district, a district still has authority and responsibility to provide academic guidance to their students. This includes limiting enrollment in courses for which the student is not academically qualified in the same manner it would limit a student from enrolling in brick-and-mortar courses for which the student is not academically qualified.

Access to approved virtual courses shall be available to zoned school students during or after the normal school day. Students wishing to take courses through MVS options must work closely with their school counselor to ensure that appropriate virtual courses are reviewed and approved to match the needs of the students. MVS courses are available during the academic school year and summer session.

An important characteristic of the virtual instruction program is that students, along with a responsible adult, assume the responsibility for student success. All courses offered in the virtual instruction program are based on the Florida State Standards. All full-time Manatee virtual students are required to take and pass the state-required assessments at their zoned school. Students are able to participate in extracurricular activities at their zoned school. The virtual school option requires eligible students with the capacity and motivation to become independent learners.

SDMC offers only virtual instructional programs approved by the Florida Department of Education. All virtual instruction providers are required to sign the District Assurances to affirm they are meeting all the requirements in Florida Statute. Manatee Virtual Program rules and procedures, both full and part-time, are included in the Manatee Virtual Program Handbook. Students who qualify for free and reduced lunch and do not have a computer at home may qualify to receive all required equipment.

All students enrolled in a virtual full-time district school program are subject to compulsory attendance requirements of s1003.21 Florida Statutes as specified in the Manatee Virtual Program Handbook. Attendance must be verified by virtual teacher, registrar, and the school district. The parent or a responsible adult is required to be available to assist the student as a learning coach through each school day. Middle school students will be graded on the average of the first semester grade and the second semester grade. If the student does not finish 100% of the second semester, they cannot pass the course regardless of their first semester grade. Courses that require an end-of-course assessment (EOC) must follow all state grading and credit requirements.

Middle and high school students will typically spend 5-6 hours daily on coursework and homework. Failure to make adequate progress or to demonstrate appropriate attendance may result in dismissal from the program.

MVS Programs:

In order for students to be eligible for any MVS full-time virtual program for the ~~2023-~~2024~~-24~~school year, the student must meet the eligibility requirements listed below:

1. Grades K-5 Criteria:

a. Children who are five years old on or before September 1~~, 2023,~~ are eligible to start kindergarten in August ~~2023~~.

b. To enter first grade, a child must be six years old on or before September 1~~, 2023~~ and must have successfully completed kindergarten (Florida Statute 1003.21).

c. A child must have demonstrated academic success in the previous 2 years of school a~~A~~s indicated by final report cards. If the student is moving to 1st grade, then submit kindergarten final report card.

d. ~~-~~A child must have demonstrated grade level proficiency on state assessments from the ~~2022-2023~~ prior school year. If the student is entering ~~k~~Kindergarten, no test scores are required.

e. A student must apply for admissions in the enrollment window as posted on the Manatee County Schools website.

2. Grades 6-12 Criteria

a. A student must have demonstrated academic success in the previous semester courses.

b. A student must have attained grade level proficiency on at least one of the following standardized tests in the ~~2022-2023~~prior school year:

- ~~-~~FAST ELA/FAST Math
- All end-of-course (EOC) exams that student has already taken
- Stanford Achievement Test (50th percentile or higher on the Reading section)
- Iowa Test o~~f~~f Basic Skills (50th percentile or higher on the Reading section)
- Grade level proficiency on an official standardized test administered by another public school system

3. Reside in Manatee County

Full-time Virtual Education Options

MVS provides one full-time virtual school program:

- Manatee Virtual School (MVS)

The full-time MVS is a contracted program with FLVS which uses the FLVS online curriculum and either Manatee or FLVS teachers, depending upon the need.

Goals of MVS:

a. To provide a comprehensive virtual education program

b. To provide flexibility in student academic and non-academic scheduling

c. To provide opportunities for students to accelerate

To remain in MVS, a student must:

a. Maintain virtual attendance expectations as prescribed in the MVS and FLVS policies and procedures manual.

b. Meet benchmarks, including all state required-assessments.

c. Provide his/her own transportation to their zoned school on designated test days for all state required-assessments and provide photo ID.

d. Be considered zoned-school students for sports and extracurricular activities.

e. Follow and maintain course pace, according to course and instructor requirements.

f. Work with the zoned-school athletic director regarding NCAA eligibility.

g. Agree and adhere to all the student and parent guidelines as stipulated in the MVS Handbook.

h. Enroll in and complete six half-credit courses each semester within the specified enrollment and completion dates.

How to apply to a Full-Time Virtual Program:

Manatee County public, charter, or home school students should consult with their school counselor and review the MVIP and FLVS websites. Enrollment windows are posted on the MVS Website, Brochure, and other District Communications

Part-time Virtual Education Options

Students who wish to enroll in a virtual education option on a part-time basis may choose to do so through either MVS or FLVS (see criteria above). This program allows students enrolled in public school or home school to take a portion of their coursework online for the purposes of acceleration, grade forgiveness or credit recovery. Zoned school students may participate in this program by taking any portion of their course-work online and at school (up to a total of 3 courses). Charter school students must register for FLVS courses for part-time enrollment. Public school students are required to take all required state assessments at their zoned school.

The performance of zoned school students shall be included for school grade or school improvement rating purposes by the non-virtual school providing the student's primary instruction.

Policies for Part-time Programs:

1. A student may not be placed in the same course concurrently at a district middle or high school and at Florida Virtual School.

2. Schools may not deny placement in a course offered through Florida Virtual School even if the school offers the same course.
3. A student who withdraws or is withdrawn from a virtual course within 28 days of entry must enroll in enough courses at the zoned school to maintain full-time enrollment status.
4. 8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

General Information

Equipment Requirements

Students wishing to take a virtual course should have access to their own computer. Some provision is available to students with an established need as verified by the free-and-reduced lunch application process. Students must also have access to a phone to contact their teacher(s) for assistance.

Most virtual school courses make use of a wide variety of features and technologies, such as Java, Flash, Acrobat Reader, Apple QuickTime, or Microsoft Media Player, and depending on the course, other specialized components that help students achieve a more immersive learning experience.

The PC, Mac, mobile and other hardware requirements vary according to the program provider and will be listed on each program's website.

Due to the wide array of technologies in over 100 courses, there are some limitations to browsers and devices that the district can support. Currently, students may use recent versions of the following browsers:

- Microsoft Edge
- Mozilla Firefox
- Google Chrome
- Apple Safari

MVS/Florida Virtual School expects a full commitment to academic integrity from each student.

Academic integrity means:

- Student's work on each assignment will be completely his/her own.
- Student's collaboration with another classmate on any assignment will be pre-approved by their instructor.
- Students will not practice plagiarism in any form.
- Students will not allow others to copy their work.
- Students will not misuse content from the Internet.

Plagiarism is defined as copying or using ideas or words (from another person, an online classmate, or an Internet or print source) and presenting them as your own.

Please be aware that all MVS/Florida Virtual School instructors utilize a **myriad of technologies to check student work for authenticity including, but not limited to, the upload of student work to TurnItIn.com**. In order to maintain the integrity of all grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams. If an instructor confirms that a student has plagiarized work in any manner, the student will be subject to consequences determined by MVS /Florida Virtual School staff and may be **removed from the course and/or program with a failing grade.**

Extracurricular Activity Eligibility:

A full-time virtual school student who meets specified academic and conduct requirements is eligible to participate in extracurricular activities at the zoned school.

Appendix A - Intensive Instruction Waiver Request

Appendix A

Intensive Instruction Waiver Request

School District of Manatee County

Academic excellence is a priority for the School District of Manatee County. Providing students with every opportunity to develop today for their success tomorrow is our mission. To this end, intensive instruction is provided for students who do not demonstrate academic proficiency. This is a means to close the achievement gap and support students as they strive to earn their high school diploma.

Manatee County schools will provide intensive interventions for students with Reading and/or Math through a course called Intensive Reading and/or Foundational Math. These interventions shall be required for any student who has scored a Level 1 or 2 on the English Language Arts and/or a Level 1 or 2 on the Mathematics portion of the previous school year's state assessment and/or for any student who has been identified as having a significant deficit in foundational reading and/or math skills among their cohort peers.

School administrators may use concordant/comparative scores on state-approved assessments as defined in state statute (SAT, ACT, PSAT) to determine proficiency if no state standardized scores are available at the time of enrollment.

Parents/Guardian may submit a written request for a waiver of the intensive instruction requirement for their student who is in the 6th -11th grade. Exercising this option can:

1. Jeopardize a student's opportunity for an ESE assessment waiver.
2. Prohibit students from participation in alternative graduation options in high school.
3. Jeopardize a student's ability to graduate with their school year cohort.

Parent/Guardian(s) who wish to remove their student from intensive interventions provided through an intensive Reading and/or Foundational Math course for their child must complete and sign this form and return it to the school counselor.

By signing this waiver, you are acknowledging that you understand that your child will not receive intensive interventions for deficits in reading or math through an intensive language arts or intensive math course which is the model utilized by Manatee County School District for providing specific reading or math interventions.

I wish to exempt my student from intensive instruction for the _____ school year in (__) Intensive Reading and/or (___) Foundational Math. (Please check those that apply). I have read and understand the conditions listed above upon exercising this option. Should my student fail to demonstrate proficiency (Level 3 or higher or a concordant score) on future state assessments, that student will be placed back into intensive instruction courses, and I must complete a waiver of exemption from intensive instruction each school year.

Student Name: (Print)_____School: _____Grade:_____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature:_____Date: _____

Principal acknowledgement _____Date: _____

Appendix B
Assessment/Curriculum Decision Tree

Grades K-5 Decision Tree
Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.
Kindergarten
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • FAST PM 1 (Star Early Literacy)- 25th percentile and above • Letter Name Identification (from Next Step Guided Reading Assessment Kit) - at least 20 upper/lower case letter names
THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence. Florida Benchmark Advance is a state approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. 1. Student scores at or above the 25th percentile at FAST PM 2 and PM3 2. Student fluently identifies at least 40 letter names at end of quarter 1 (October) as measured by a Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit) 3. Student is reading at an instructional level B in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level D in May as measured by the Next Step in Guided Reading Assessment
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthroughs • Analysis of FAST/Star Early Literacy data three times per year • Analysis of Pre-A assessment data and running record data • MTSS Teams and Literacy Leadership Teams

• District walkthroughs of schools

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?
• Targeted feedback to teachers based on administrative walkthroughs/observations
• School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
• School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
• District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
• Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:
1. Student scores below the 25th percentile at FAST PM 2 and PM3
2. Student fluently identifies less than 40 letter names at the end of quarter 1 (October) as measured by Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit)
3. Student is reading at a Pre-A level in January as measured by The Next Step in Guided Reading Assessments; student is reading at an instructional level A or B in May as measured by the Next Step in Guided Reading Assessment

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:
• FAST PM 1 (Star Early Literacy) 10-24th percentile
• Letter Name Identification (from Next Step Guided Reading Assessment Kit) 10-19 upper/lower case letter names

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions
Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

• **Literacy Footprints Grade Level and Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

• **In Tandem (based on school availability)**: In Tandem is an explicit, systematic, and multisensory phonics program grounded in the Science of Reading. In Tandem will provide a research-based approach using decodable texts that work "in tandem" with small group reading instruction. The

scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. The program will also utilize authentic texts so that students can transfer newly acquired skills from the decodable texts. In Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In Tandem incorporates all four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) within this program. Recommendation 1 has minimal evidence, recommendations 2 and 3 have strong evidence, and recommendation 4 has moderate evidence.

- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons:** This resource has a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.

Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.**

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Literacy Footprints
- In Tandem
- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Differentiated Tier 2 Lessons

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	**Performance Criteria to discontinue Tier 2 Interventions**	**Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction**	**Performance Criteria that prompts the addition of Tier 3 interventions**
1 of the following STAR CBM measures	Student consistently scores in the	Student consistently scores in the 'On	Student consistently scores in the

administered every other week and determined based on the focus of the intervention: • Letter Naming • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	'At/Above Benchmark' category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** PM 2 (Star Early Literacy) – above 25th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Watch' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – 10-24th percentile *(See StarCBM Benchmark Goals on Schoology)*	'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – below the 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- Below the 10th percentile
- Letter Name Identification (from Next Step Guided Reading Assessment Kit)- less than 10 upper/lower case letter names

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation

of this program through F.A.S.T. progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

- **In Tandem (based on school availability)**: In Tandem is an explicit, systematic, and multisensory phonics program grounded in the Science of Reading. In Tandem will provide a research-based approach using decodable texts that work "in tandem" with small group reading instruction. The scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. The program will also utilize authentic texts so that students can transfer newly acquired skills from the decodable texts. In Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In Tandem incorporates all four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences IES, 2016) within this program. Recommendation 1 has minimal evidence, recommendations 2 and 3 have strong evidence, and recommendation 4 has moderate evidence.
- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.

Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.**

- Imagine Language and Literacy
- Lexia Core5

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Literacy Footprints
- In Tandem
- Lexia Core5 Teacher Led Lessons

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	**Performance Criteria to discontinue Tier 3 Interventions**	**Performance Criteria indicating continuation of Tier 3 interventions**	**Performance Criteria that prompts intensified Tier 3 interventions**
1 of the following STAR CBM measures	Student consistently scores in the	Student consistently scores in the	Student has consistently received

administered every week and determined based on the focus of the intervention: • Letter Naming • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	'At/Above Benchmark' or 'On Watch' categories as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) - 10th – 24th *(See StarCBM Benchmark Goals on Schoology)*	'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) - below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring in the 'Intervention' category based on STAR CBM norms **AND** STAR CBM progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

First Grade

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• FAST PM 1 (Star Early Literacy) - 25th percentile and above **AND/OR**

• Running Record Instructional Level C or above

THEN TIER 1 Only

Core Instruction

Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.

Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and

comprehension. The frameworks and lessons are also grounded in the Science of Reading.

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

1. Student scores at or above the 25th percentile at FAST PM 2 and PM 3

2. Student is reading at an instructional level F and above in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level I in May as measured by the Next

Step in Guided Reading Assessment

Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthroughs
- Analysis of FAST data three times per year
- Analysis of running record data
- MTSS Teams and Literacy Leadership Teams
- District walkthroughs of schools

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

- Targeted feedback to teachers based on administrative walkthroughs/observations
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

1. Student scores below the 25th percentile at FAST PM 2 and PM3

2. Student is reading below an instructional level F in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level I in May as measured by the Next Step in Guided Reading Assessment

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- 10-24th percentile **AND/OR**
- Running Record Instructional Level A or B

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Grade Level and Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through

FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

- **In Tandem** (based on school availability): In Tandem is an explicit, systematic, and multisensory phonics program grounded in the Science of Reading. In Tandem will provide a research-based approach using decodable texts that work "in tandem" with small group reading instruction. The scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. The program will also utilize authentic texts so that students can transfer newly acquired skills from the decodable texts. In Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In Tandem incorporates all four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) within this program. Recommendation 1 has minimal evidence, recommendations 2 and 3 have strong evidence, and recommendation 4 has moderate evidence.
- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons:** This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.**

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- SIPPS
- Literacy Footprints
- In Tandem
- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Differentiated Tier 2 Lessons

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following STAR CBM measures administered every other week and determined based on the focus of the intervention: • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention AND/OR FAST PM 2 (Star Early Literacy) - above 25th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'On Watch' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention AND/OR FAST PM 2 (Star Early Literacy) - 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention AND/OR FAST PM 2 (Star Early Literacy) - below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy) - Below 10th percentile **AND/OR**
- Pre-A Reading Level (knows under 40 letter names)

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- **In Tandem (based on school availability):** In Tandem is an explicit, systematic, and multisensory phonics program grounded in the Science of Reading. In Tandem will provide a research-based approach using decodable texts that work "in tandem" with small group reading instruction. The scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. The program will also utilize authentic texts so that students can transfer newly acquired skills from the decodable texts. In Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In Tandem incorporates all four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) within this program. Recommendation 1 has minimal evidence, recommendations 2 and 3 have strong evidence, and recommendation 4 has moderate evidence.
- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's)**:** This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor

the implementation of the evidence-based reading instruction through FAST progress monitoring assessments, STAR CBM progress monitoring, and through ongoing professional development with teachers, coaches, and administrators.

- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.**

- Imagine Language and Literacy
- Lexia Core5
- SIPPS
- Benchmark Advance Phonics Intervention Kit

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- SIPPS
- Literacy Footprints
- In Tandem
- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	**Performance Criteria to discontinue Tier 3 Interventions**	**Performance Criteria indicating continuation of Tier 3 interventions**	**Performance Criteria that prompts intensified Tier 3 interventions**
1 of the following STAR CBM measures administered every week and determined based on the focus of the intervention: • Letter Naming • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words *(STAR CBM Reading Technical Manual Located*	Student consistently scores in the 'At/Above Benchmark' or 'On Watch' categories as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- 10th – 24th percentile.	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- below 10th percentile. *(See StarCBM Benchmark*	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring in the 'Intervention' category based on STAR CBM norms **AND** STAR CBM progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(See*

~~*in Schoology)*~~	~~*(See StarCBM Benchmark Goals on Schoology)*~~	~~*Goals on Schoology)*~~	~~*StarCBM Benchmark Goals on Schoology)*~~

~~What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?~~

~~The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.~~

~~Second Grade~~

~~Beginning of year data~~

~~IF: Student meets the following criteria at the beginning of the school year:~~

~~• FAST PM 1 (Star Reading) 25th percentile and above~~ **~~AND/OR~~**

~~• Running Record Instructional Level I or above~~

~~THEN TIER 1 Only~~

~~Core Instruction~~

~~Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.~~

~~Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.~~

~~List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.~~

~~1. Student scores at or above the 25th percentile at FAST PM 2 and PM3~~

~~2. Student is reading at an instructional level K and above in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level L in May as measured by the Next Step in Guided Reading Assessment~~

~~Explain how the effectiveness of Tier 1 instruction is monitored.~~

~~• Weekly administrative walkthroughs~~

~~• Analysis of FAST data three times per year~~

~~• Analysis of unit assessments from Benchmark Advance~~

~~• Analysis of running record data~~

~~• MTSS Teams and Literacy Leadership Teams~~

~~• District walkthroughs of schools~~

~~What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?~~

~~• Targeted feedback to teachers based on administrative walkthroughs/observations~~

~~• School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school,~~

grade level, and classroom Tier 1 data

• School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data

• District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends

• Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

1. Student scores below the 25th percentile at FAST PM 2 and PM3

2. Student is reading below an instructional level K in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level L in May as measured by the Next Step in Guided Reading Assessment

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• FAST PM 1 (Star Reading)- 10-24th percentile **AND/OR**

• Running Record Instructional Level E-H

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons**: This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.**

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- SIPPS
- Benchmark Advance Differentiated Tier 2 Lessons

Number of times per week interventions are provided:

At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following STAR CBM measures administered every other week and determined based on the focus of the intervention: • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words • Oral Reading fluency *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – above 25th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'On Watch' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:
• FAST PM 1 (Star Reading) - Below 10th percentile **AND/OR**
• Running Record Instructional Level D or below

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments, STAR CBM progress monitoring, and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS (**based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.**

Imagine Language and Literacy

- Lexia Core5
- SIPPS
- Benchmark Advance Phonics Intervention Kit

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- SIPPS
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:

Daily

Number of minutes per intervention session:

At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	**Performance Criteria to discontinue Tier 3 Interventions**	**Performance Criteria indicating continuation of Tier 3 interventions**	**Performance Criteria that prompts intensified Tier 3 interventions**
1 of the following STAR CBM measures	Student consistently scores in the	Student consistently scores in the	Student has consistently received

administered every week and determined based on the focus of the intervention: • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words • Oral Reading Fluency *(STAR CBM Reading Technical Manual Located in Schoology)*	'At/Above Benchmark' or 'On Watch' categories as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring in the 'Intervention' category based on STAR CBM norms **AND** STAR CBM progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Third Grade
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • 2022-2023 2nd Grade FAST PM 3 (Star Reading) - 25th percentile and above **AND/OR** • Running Record Instructional Level L or above **AND/OR** • 2023 FAST PM 1 – 36th percentile or above
THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence. Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. Student scores Level 3 or above on FAST assessment
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthroughs • Analysis of FAST data three times per year • Analysis of unit assessments from Benchmark Advance • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Targeted feedback to teachers based on administrative walkthroughs/observations • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: Student scores Level 2 or below based on FAST
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • 2022-2023 2nd Grade FAST PM 3 (Star Reading) - 10-24th percentile **AND/OR** • Running Record Instructional Level H-K **AND/OR** • 2023 FAST PM 1 – 21st to 35th percentile
THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons**: This resource has a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.
- SRA (based on school availability): The program was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.**

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Tier 2 Lessons
- SIPPS

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	**Performance Criteria to discontinue Tier 2 Interventions**	**Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction**	**Performance Criteria that prompts the addition of Tier 3 interventions**
1 of the following DIBELS 8th Edition measures administered	Student consistently scores at the 'Core' (Blue or Green) levels	Student consistently scores at the 'Strategic' (Yellow) level of	Student consistently scores at the 'Intensive' (Red) level of support

every other week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide located on Schoology)*	of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 – 36th percentile or above. *(DIBELS Scoring Guide located on Schoology)*	support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• 2022-2023 3rd Grade FAST PM 3 Level 1 (Retainees)

• 2022-2023 2nd Grade FAST PM 3 (Star Reading)- Below 10th percentile **AND/OR**

• Running Record Instructional Level G and below **AND/OR**

• 2023 FAST PM 1 – 20th percentile or below

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational

Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments and through ongoing professional development with teachers, coaches, and administrators.

- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.**

- Imagine Language and Literacy
- Lexia Core5
- SIPPS
- Benchmark Advance Phonics Intervention Kit

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- SIPPS
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	**Performance Criteria to discontinue Tier 3 Interventions**	**Performance Criteria indicating continuation of Tier 3 interventions**	**Performance Criteria that prompts intensified Tier 3 interventions**
1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide*	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention **AND/OR**	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the

~~*located on Schoology)*~~	~~**AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*~~	~~FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*~~	~~gap towards meeting the goal/aim line. *(DIBELS Scoring Guide located on Schoology)*~~

~~What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?~~

~~The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.~~

Fourth and Fifth Grade
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • 2022-2023 3rd Grade/4th Grade FAST PM 3 Level 3 or above **AND/OR** • 2023 FAST PM 1 – 36th percentile or above
THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence. Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. Student scores Level 3 or above on FAST assessment
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthroughs • Analysis of FAST data three times per year • Analysis of unit assessments from Benchmark Advance • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Targeted feedback to teachers based on administrative walkthroughs/observations • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: Student scores Level 2 or below based on FAST
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • 2022-2023 3rd Grade/4th Grade FAST PM 3 Level 2 **AND/OR** • 2023 FAST PM 1 – 21st to 35th percentile
THEN TIER 1 Instruction and TIER 2 Interventions
Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons:** This resource has a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.
- SRA (based on school availability): The program was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.**

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	**Performance Criteria to discontinue Tier 2 Interventions**	**Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction**	**Performance Criteria that prompts the addition of Tier 3 interventions**
1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a

Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide located on Schoology)*	showing there is a positive response to the intervention **FAST PM 2 – 36th percentile or above.** *(DIBELS Scoring Guide located on Schoology)*	showing there is an insufficient response to the intervention **AND/OR FAST PM 2 – 21st to 35th percentile.** *(DIBELS Scoring Guide located on Schoology)*	poor response to the intervention **AND/OR FAST PM 2 – 20th percentile or below.** *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• 2022-2023 3rd Grade/4th Grade FAST PM 3 Level 1 **AND/OR**

• 2023 FAST PM 1 – 20th percentile or below

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices **implemented for students with a disability, students**

with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy
- Lexia Core5
- SIPPS- Systematic Instruction in Phonological Awareness, Phonics, and Sight Words
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention **AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Grades 6-8 Decision Tree
Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

2023-2024 FAST PM3 3 or above

THEN TIER 1 Only

Core Instruction

Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.

McGraw Hill's Florida StudySync is the State Approved Tier 1 core curriculum. Based on the results of a 2019 study linked below, StudySync meets the criteria for ESSA Tier 3 promising evidence.

https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

- Level 3 or above on FAST State Assessment
- Common assessments through StudySync
- Teacher created assignments and assessments

Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthrough
- Analysis of FAST data
- Analysis of common assessments from StudySync
- MTSS teams and Literacy Leadership Teams
- District Walkthroughs of schools
- Teacher collaborative team meetings to discuss data, problem solving, and engage in professional development

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

- Targeted feedback to teachers based on administrative walkthroughs/observation
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

Students who perform in the bottom quartile on the state FAST progress monitoring, or consistently below average on common unit assessments and/or teacher created assignments.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

2023-2024 FAST PM3 Level 2

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia PowerUp - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.
- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Lexia PowerUp
- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)

Number of times per week interventions are provided:

5 times per week

Number of minutes per intervention session:

At least 20-25 minutes per intervention session

Explain how the effectiveness of Tier 2 interventions are monitored.

Teachers will review Leixa PowerUp progress reports on a weekly basis (start or end of the week) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Other reports that will be pulled from the teacher are the usage by class and skill status by class reports.

The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.

The district will monitor usage and skills reports on a monthly basis to ensure fidelity of the program is being met.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program will receive Tier 3 interventions.

Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still demonstrating deficits in the foundational zone(s) based on Lexia PowerUp reports AND FAST progress monitoring data points. Data does not show student's trend line is closing the gap towards meeting the goal/aim line.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

2023-2024 FAST PM3 Level 1

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia PowerUp - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.

• Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.
Indicate the evidence-based programs and practices **implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.** • Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's) • Lexia Powerup
Number of times per week interventions are provided: 3 times per week
Number of minutes per intervention session: At least 15-20 minutes per intervention session
Explain how the effectiveness of Tier 3 interventions are monitored. Teachers will review Leixa PowerUp progress reports on a weekly basis (start or end of the week) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Teachers will also pull needs instruction reports to determine which students need 1:1 targeted Lexia lesson(s) delivered. Skill builders reports, usage reports and skill status reports will also be pulled to ensure fidelity of the interventions provided to each student. The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students. The district will monitor usage and skills reports on a monthly basis to ensure fidelity of the programs is being met.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions? The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students 1:1 and/or in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

Grades 9-12 Decision Tree
Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

2023-2024 FAST PM3 3 or above

THEN TIER 1 Only

Core Instruction

Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.

McGraw Hill's Florida StudySync is the State Approved Tier 1 core curriculum. Based on the results of a 2019 study linked below, StudySync meets the criteria for ESSA Tier 3 promising evidence.

https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

- Level 3 or above on FAST State Assessment
- Common assessments through StudySync
- Teacher created assignments and assessments

Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthrough
- Analysis of FAST data
- Analysis of common assessments from StudySync
- MTSS teams and Literacy Leadership Teams
- District Walkthroughs of schools
- Teacher collaborative team meetings to discuss data, problem solving, and engage in professional development

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction and/or curriculum provided to students?

- Targeted feedback to teachers based on administrative walkthroughs/observation
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

Students who perform in the bottom quartile on the state FAST progress monitoring, or consistently below average on common unit assessments and/or teacher created assignments.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:
(Enter assessment criteria that will be used.)

- 2023-2024 FAST PM3 level 2 – 9th and 10th grade
- Level 2 on State Assessment (FSA and/or FAST) -11th and 12th grade

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions
Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia PowerUp - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.
- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.
- NoRedInk SAT/ACT component– 11th and 12th grade students - NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven and aligned to the B.E.S.T. Standards and other national assessments. The SAT/ACT component of the program will assist the 11th and 12th grade students in need of meeting the concordant test scores to graduate. There is an extensive library of materials that are mapped out to target high frequency test items often while also adjusting to meet students' individual needs overall. This resource will help students meet the concordant score on the ACT/SAT in order to help them graduate. NoRedInk also provides rigorous and relevant instruction to better engage students in learning and provide the skills needed to graduate. Recommendation 1-6 show moderate evidence in Preventing Dropouts in Secondary Schools (What Works Clearing House and Institute of Education Sciences-IES, 2017)

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Powerup
- NoRedInk

Number of times per week interventions are provided:
5 times per week

~~Number of minutes per intervention session:~~

~~At least 2-25 minutes per intervention session~~

~~Explain how the effectiveness of Tier 2 interventions are monitored.~~

~~Teachers will review Leixa PowerUp progress reports on a weekly basis (start of end of the week) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Other reports that will be pulled from the teacher are the usage by class and skill status by class reports.~~

~~The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.~~

~~Eleventh and twelfth grade teachers will run usage and ACT/SAT skills reports on a biweekly basis to determine the needs of their students and provide small group instruction where needed.~~

~~The district will monitor usage and skills reports on a monthly basis to ensure fidelity of the programs is being met.~~

~~What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?~~

~~The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.~~

~~For 11th and 12th graders that are not specific reading interventions delivered, teachers will work with these students in small group to explicitly teach test taking strategies using targeted materials that will help students pass the FSA/FAST or meet the concordant score by taking the ACT/SAT.~~

~~Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:~~

~~Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program will receive Tier 3 interventions.~~

~~Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still demonstrating deficits in the foundational zone(s) based on Lexia PowerUp reports AND FAST progress monitoring data points. Data does not show student's trend line is~~

closing the gap towards meeting the goal/aim line.

Teachers will assign specific skills in NoRedInk to support 11th and 12th graders who show skill deficits in reading and have not mastered the state assessment FSA/FAST test. Teachers will also work 1:1 or in small groups to help these students' mastery reading skills needed to pass the FSA/FAST/ACT or SAT in order to graduate.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:
(Enter assessment criteria that will be used.)

- 2023-2024 FAST PM3 Level 1 – 9th and 10th grade
- Level 1 on State Assessment (FSA and/or FAST) -11th and 12th grade

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions
Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- Lexia PowerUp - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.
- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.
- NoRedInk SAT/ACT component– 11th and 12th grade students - NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven and aligned to the B.E.S.T. Standards and other national assessments. The SAT/ACT component of the program will assist the 11th and 12th grade students in need of meeting the concordant test scores to graduate. There is an extensive library of materials that are mapped out to target high frequency test items often while also adjusting to meet students' individual needs overall. This resource will help students meet the concordant score on the ACT/SAT in order to help them graduate. NoRedInk also provides rigorous and relevant instruction to better engage students in learning and provide the skills needed to graduate. Recommendation 1-6 show moderate evidence in Preventing Dropouts in Secondary Schools (What Works Clearing House and Institute of Education Sciences - IES, 2017)

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Powerup
- NoRedInk

Number of times per week interventions are provided:

~~3 times per week~~

~~Number of minutes per intervention session:~~

~~At least 15-20 minutes per intervention session~~

~~Explain how the effectiveness of Tier 3 interventions are monitored.~~

~~Teachers will review Leixa PowerUp progress reports on a weekly basis (each Monday) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Teachers will also pull needs instruction reports to determine which students need 1:1 targeted Lexia lesson(s) delivered. Skill builders reports, usage reports and skill status reports will also be pulled to ensure fidelity of the interventions provided to each student.~~

~~The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.~~

~~Eleventh and twelfth grade teachers will run usage and ACT/SAT skills reports on a biweekly basis to determine the needs of their students. Teachers will deliver reading intervention and work 1:1 with students who show reading deficits and need assistance with FSA/FAST/ACT and/or SAT lessons.~~

~~The district will monitor usage and skills reports on a monthly basis to ensure the fidelity of the programs is being met.~~

~~What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?~~
~~The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students 1:1 and/or in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.~~

~~Appendix C - Health Education Opt Out Form~~

~~SCHOOL DISTRICT OF MANATEE COUNTY~~

~~Dear Parents,~~

~~The FLDOE State Board of Education has mandated instruction related to health education of district students across all grade levels. Florida Statute 1003.42(n) outlines required instruction related to family life, dating violence, and reproductive health education including a focus on abstinence and pregnancy prevention that must be taught across grade levels. This mandate will be satisfied through instruction to students in grades K-12 and will address age-appropriate elements of effective and evidence-based programs. Each student will receive age-appropriate skill-building instruction. Instructional materials can be found on the School District of Manatee County's webpage.~~

~~These instructional topics will include the following:~~

~~5th Grade~~	~~7th/8th Grade Science~~	~~HS Science or HOPE~~
~~Personal health and puberty~~	~~healthy communication for risk reduction, impact of social media on relationships, puberty, reproductive systems, & the benefits of abstinence, teen dating violence~~	~~Healthy/unhealthy relationships, pregnancy prevention, abstinence, relationship abuse, how to identify and respond, & resources for teens.~~

~~It is understood that permission has been granted for your child to participate in the program with the following understandings (unless you decide to OPT-OUT your child by signing and returning the slip below):~~

• I understand that my child will be participating in a thorough comprehensive curriculum that teaches them about human development, reproduction, and healthy relationships (Grades 7-12).
• I understand that my child will develop skills of respect and appreciation for themselves, their families, and all people.
If you **DO NOT** want your son/daughter to participate in this program, please sign the form below and return it to your child's science teacher.

_____

OPT-OUT SLIP

Please return this form to your child's science teacher ONLY if you do NOT want your child to participate in the health education lessons.

I have read the above letter, and I do NOT want my child to participate in this program.

NOTE: (There is no penalty to your child for not attending this health lesson. Provisions will be made for your child to attend another class during these lessons.)

Student's Name: _____

Parent/Guardian Signature: _____

X_____ Date: _____

2024-25 Student Progression Plan Change Log

Last Revised May 31, 2024

This change log reflects substantive changes to the 2024-25 Student Progression Plan. Technical or grammatical changes are not reflected in this change log but are contained in the tracked changes within the 2024-25 Draft Student Progression Plan document.

Page/Section	Change Type	Change	Rationale
Cover page	Legislative	Corrected subparagraph reference (FS 1000.21(6))	Corrected citation
p. 7 First Enrollment	Legislative	Corrected subparagraph reference (FS 1000.21(6))	Corrected citation
p. 7 Evidence of Immunization	Legislative	Corrected language in health exam and immunization paragraph to align to statute 1003.22 FS	Alignment to 1003.22 FS
p. 10 First Enrollment	Recommendation	Added: Students 7 and older without any proof of prior education will be placed in an age-appropriate grade.	Misinterpretation of F.S. 1003.21(2)(b). Students with no prior ed. should attend K. Clarification from DOE is to place age appropriate.
p. 11 Over-age Students	Recommendation	Added "Students who have an ELL Entry Date of two or fewer years may be eligible for the Alternate Pathway for ELLs to meet the ELA graduation requirement (1003.433(3), F.S.)." Updated statute reference.	Additional information for clarity
p. 11 School Choice Options	District/Board Procedure	Removed language about applying to clusters within region of zoned school—no longer applicable	Aligning to policy and controlled open enrollment
p. 12 School Choice Options	Recommendation	Changed Choice to Controlled Open Enrollment	Aligning to policy and procedure
p. 12 School Choice Options	Recommendation	Added "An Appeal Process for" Hardship	Clarification in language
p. 15 State Uniform Transfer of Credit	Legislative	Added Classical Learning Test (CLT) to the list of alternate assessments; "The approved alternative assessments are the PSAT, ACT, SAT and CLT."	Now included as an option per statute
p. 17 Allocation of Resources	Legislative	Added VPK, added characteristics of dyslexia and dyscalculia to define prioritization of spending	2024 SB 7004 section 3 (a) and (b)
p. 17 Reporting to Parents	Recommendation	Added rule reference to paragraph (6A-6.0904)	Citation added
p. 18 Report Card	Recommendation	Added "using ACCESS 2.0 for ELLs assessment results"	Clarification
p. 19 Curriculum Additions	Recommendation	Added "Curriculum for English Language Learners is not modified, but lessons and school-based assessments should be adapted to a student's level of English proficiency."	Clarification
p. 20 Intervention, Remediation, and Progress Monitoring	Recommendation	Added more specific language re: interventions: "reading and/or mathematics"	To clarify that either subject area is covered under state requirements
p. 21 Intervention, Remediation, and Progress Monitoring	Legislative	Added- Evidence-based, explicit, systematic, and multi-sensory reading interventions grounded in the Science of Reading must occur beyond…	To comply with HB7039- HB 7039 provides specific requirements of literacy instruction and the strategies utilized for reading intervention.

		Added requirements for teacher providing intervention to include literacy micro-credential	
p. 21 Intervention, Remediation, and Progress Monitoring	Legislative	Added student identified as having a substantial math deficiency must receive intervention from a highly qualified teacher	HB 7039 has added specific requirements for math intervention and teacher qualifications.
p. 21 Intervention, Remediation, and Progress Monitoring	Legislative	Added CLT	Legislation added CLT
p. 22 Intervention, Remediation, and Progress Monitoring	Legislative	Added language to include math to the parent consultation and communication paragraph: "and/or mathematics"	HB 7039 outlines requirements of parental notification for students who are found to have a substantial math deficiency, similar to a substantial reading deficiency.
p. 23 Intervention, Remediation, and Progress Monitoring	Legislative	Added VPK to language (same notification requirements for substantial deficiencies as K-3 in reading and K-4 in math)	2024 SB 7004 sections 5 and 6
p. 23 Intervention, Remediation, and Progress Monitoring	Legislative	Bullet Point 1: Added substantial math deficiency requirements to parental notification	HB 7039 outlines requirements of parental notification for students who are found to have a substantial math deficiency, similar to a substantial reading deficiency.
p. 23 Intervention, Remediation, and Progress Monitoring	Legislative	Bullet Point 3: Added substantial math deficiency requirements to parental notification	HB 7039 outlines requirements of parental notification for students who are found to have a substantial math deficiency.
p. 23 Intervention, Remediation, and Progress Monitoring	Legislative	Bullet Point 5: Added substantial math deficiency requirements to parental notification and Added clarifying information about resources available at home for parents to use for students with reading and/or math deficiency	7039 outlines requirements of parental notification for students who are found to have a substantial math deficiency, electronic resources are made available to parents from FDOE.
p. 23 Intervention, Remediation, and Progress Monitoring	Legislative	Bullet Point 10: Updated from New Worlds Reading to New Worlds Scholarship	To comply with HB7039- state statute changed to include New Worlds Scholarship for students with substantial reading and math deficiency.
p. 23 Intervention, Remediation, and Progress Monitoring	Legislative	Delete "in addition" and change wording- "Schools may not wait for a kindergarten through grade 3 student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive interventions." Add language to address math substantial deficiency- "In addition, schools may not wait for a kindergarten-grade 4 students to receive a failing grade at the end of a grading period to identify the student as having a substantial	To comply with HB7039- HB 7039 is specific on *when* interventions must start for both reading and math.

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		mathematics deficiency and initiate intensive mathematics interventions."	
p. 23 Intervention, Remediation, and Progress Monitoring	Legislative	Add language for HB 7039- Schools may not wait until an evaluation is conducted pursuant to s. 1003.57 is completed to provide appropriate, evidence-based interventions for a student whose parent submits documentation from a professional licensed under chapter 490 which demonstrates that the student has been diagnosed with dyslexia.	To comply with HB7039- immediate interventions necessary for students with substantial reading and/or math deficiency
p. 24 Intervention, Remediation, and Progress Monitoring	Legislative	Added VPK to language regarding not waiting for a student to receive a failing grade to begin interventions; added language to define measure that will be used to identify a substantial reading or math deficiency for VPK students	2024 SB 7004 sections 5 and 6
p. 25 Intervention, Remediation, and Progress Monitoring	Legislative	Added language to reflect HB 7039- Grounded in the Science of Reading	To comply with HB7039- added the specific language associated with reading intervention instruction
p. 25 Career and Technical Education	Recommendation	Added 'and high'	Includes all K-12
p. 25-26 Parental Rights	Formatting	Rebuilt parental rights section so numbering matches other sections in document. No changes to text.	
p. 27 Program of studies Grades K-5	District Procedure	Added social studies as a graded course in elementary school	District change to graded courses for 2024-2025 school year to reflect dedicated instructional time for social studies
p. 28 Mid-Year Promotion	Legislative	Updated statute and rule numbers associated with 3rd grade mid-year promotion. (s. 1008.25(8), F.S., Rule 6A-1.094221, F.A.C., and Rule 6A-1.094222, F.A.C.)	Updated this information to reflect the correct statute and rule numbers.
p. 28-29 Mid-Year Promotion	Legislative	Added specific requirements for third grade mid-year promotion directly from Promotion to Grade 4 Technical Assistance Paper	Updated information to align with mid-year promotion requirements for 3rd grade students before and after November 1st of each year
P. 32 Good Cause Criteria for 3rd Grade	Legislative	Change to Good Cause "5" to add a retention in prekindergarten as criteria for GC5	Updated information based on Promotion to Grade 4 Technical Assistance Paper
p. 34-35 Intensive Intervention	Legislative	Added VPK to language (same notification requirements for substantial deficiencies as K-3 in reading and K-4 in math)	2024 SB 7004 sections 5 and 6
p. 35 Intensive Intervention	Recommendation	Removed reference to Appendix B—section recommended for deletion	
p. 35 Intensive Intervention	Legislative	Added language to reflect requirement that VPK students who exhibit a substantial early literacy and/or math deficiency should be referred to the local school district and may be eligible to receive intensive interventions before participating in kindergarten	2024 SB 7004 sections 5(b) and 6(b)

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p. 35 Services for Students Retained in Grade 3	Legislative	Added/modified bullet points to include changes in requirements for 3rd grade retained students to align with Promotion to Grade 4 Technical Assistance Paper	Updated information based on Promotion to Grade 4 Technical Assistance Paper
p. 36 Services for Students Promoted to Grade 4 with a Good Cause Exemption	Legislative	Added language about primary instructional strategies to align with Promotion to Grade 4 Technical Assistance Paper	Updated information based on Promotion to Grade 4 Technical Assistance Paper
p.38 Middle School Program of Studies: Required Courses	Clarity	Add "(including 8th grade science, assessed by a state required assessment)"	Similar language is written out for Civics but not 8th grade science.
p.39 Required Remediation	District Procedure	Remove "within the last 2 or more consecutive years" language from Required Remediation section.	Remediation may be provided after the first year of not scoring a Level 3 or higher.
p. 41 Promotion Requirements	District Procedure	Change language "Students who do not meet promotional criteria to 9th grade will be supported in the next grade level at an "alternative instructional setting" to "Students who do not meet promotion criteria to 9th grade will be recommended for enrollment in a summer remediation and credit recovery program. Students who do not successfully complete the summer program may be retained or assigned to an alternative instructional setting based on principal recommendation."	Discontinuation of HOPE program for retained 8th grade students
p. 45 High School Credit Courses Offered in Middle School	Recommendation	Corrected title of Executive Director of Adult, Career, and Technical Education	Reflects current job description
p. 48 Grades (Table)	Legislative	Modified Semester 1 course grade calculations for State EOCs so EOC is 30% of final grade.	FL Statute 1003.4282 (3)(b)1
p. 54 Semester Grades (Table)	Legislative	Modified Semester 1 course grade calculations for State EOCs so EOC is 30% of final grade.	FL Statute 1003.4282 (3)(b)1
p. 54 Florida Course Credit	Recommendation	Removed "A student or parent must request this recalculation in writing."	Improved process/procedure
p. 56 Class Rank	Legislative	Updated 1007.271 language to align to statute	Align to current F.S. language
p. 57 Grade Forgiveness (Table)	Recommendation	Add Personal Finance and Money Management to the first row/first column cell.	New course and graduation requirement
p. 59 Credits	Recommendation	Remove "within the last 2 or more consecutive years" language from "Enhanced Instruction for Non-Proficient Students."	Remediation may be provided after the first year of not scoring a 3 or higher.
p.67 Credit for CTSO Participation	Legislative	Added section with language reflecting new legislation allowing credit for CTSO participation	New legislation
p. 68 Graduation Requirements: Summer Graduation	District Procedure	Removed language for one credit related to summer school. Added: A student who completes the 12th grade without having met all graduation requirements may attend summer school. If the student satisfactorily completes all graduation requirements, the student may participate in the district summer graduation ceremony."	Process improvement

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p. 71 Diploma Designations	Legislative	Added "The Florida Seal of Fine Arts Program is created to recognize high school graduates who have met an exemplary level of proficiency in the performing or visual arts based on established criteria."	New seal per Section 1003.4321, F.S.
p. 72 U.S. Government	Recommendation	Remove U.S. Government section (duplicate information)	Duplicate information on p. 70
p. 73 Assessment Requirements	Recommendation	Change "Civics" to "U.S. Government"	FCLE is taken in U.S. Government course
p. 73 Assessment Requirements	Legislative	Add Classical Learning Test (CLT) information	Legislation added CLT
p. 73-74 Assessment Requirements (Table)	Legislative	Replace outdated assessment requirements table with the state tables as of December 2023	Used the tables from the State's Assessment Grad Requirements documents: https://www.fldoe.org/core/fileparse.php/7764/urlt/gradrequirefsa.pdf
p. 74-75 Concordant Score Information	Legislative	Remove outdated concordant score table and language for 'Students Holding a Certificate of Completion' and the language on "The flexibility for concordant score requirements…."	The new table immediately above this section shows the concordant score options.
p. 76 High School Equivalency	Recommendation	Changed campus testing location from MTC West to MTC Main	Corrected testing campus location
p. 77 Certificate of Completion	Recommendation	Removed paragraph: "Any student who receives a Certificate of Completion may elect to remain in the secondary school, either as a full-time or part-time student, for up to one additional year, and receive special instruction designed to remedy his/her identified deficiencies. If the student meets the additional requirements to earn a diploma, the diploma will be awarded from the home high school."	Not aligned to 1003.433
p. 79 High School Equivalency	Recommendation	Removed: The student may participate in the adult high school graduation ceremony.	Updated procedure
p. 81 Standard Diploma Pathways	Legislative	Language in chart updated with 2023-2024 and add .5 credit Personal Finance and Money Management graduation requirement	Legislation added graduation requirement
p. 82 Standard Diploma Pathways	Legislative	Change 8 elective credits to 7.5 due to .5 credit requirement for Personal Finance and Money Management	Legislative change to graduation requirements
p. 83 ESE Assessment Requirements	Legislative	Deleted statute reference subparagraph # and removed reference to old Florida Statute	Updating to current Florida Statutes
p. 84-85 College Readiness	Legislative	Remove outdated College Readiness score tables and language and replaced with an updated table based on current cut scores	Outdated language and cut scores that are no longer current
p. 86 Virtual Education Programs	Recommendation	Language change: A student must be assigned to a virtual course" (removed 'teacher')	Clarification
p. 87-88 MVS Programs	Recommendation	Removed years from dates in section, added word 'prior' to language referencing previous school years	Section retains meaning without requiring annual updating
p. 89 How to Apply	Recommendation	Added "Enrollment windows are posted on the MVS Website, Brochure, and other District Communications"	Clarification for families/students

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Appendix A-C	Recommendation	Removed appendices: 1) Intensive Opt-Out 2) CERP 3) Health Ed Opt-Out	Not required for SPP, ease of updates, approved by School Board through other items

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AGENDA ITEM NO. 12.4

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of a New Job Description and Position of Teacher Varying Exceptionalities - Project EDGE (Grant Funded)

Executive Summary
The Teacher Varying Exceptionalities – Project EDGE job description is aligned to the Students with Unique Abilities program at Manatee Technical College (MTC) approved by the State of Florida Department of Education. This position would be responsible for developing visibility and accessibility of the Project EDGE program through curriculum development, community service, outreach, and job placement upon completion of the program. The Florida Postsecondary Transition Program (FPCTP) Act (FS 1004.6495) was established in 2016 to increase independent living, inclusive and experiential postsecondary education, and employment opportunities for students with intellectual disabilities through degree, certificate, or non-degree programs and establish statewide coordination of the dissemination of information regarding programs and services for students with disabilities. The School Board of Manatee County approved MTC to apply for the program on May 9, 2023, and on May 23, 2023, approved the initial three-year grant. The name of the program is EDGE (Empowerment, Development, Growth and Education). This is a grant-funded position and will not have any financial impact on the District.

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

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

Recommendation
The Superintendent recommends approval of a new job description and position of Teacher Varying Exceptionalities - Project EDGE. (Grant Funded)

Financial Impact
The proposed pay grade for this position is on the 11-month teachers' schedule, plus benefits, and will be funded by the Florida Postsecondary Comprehensive Transition Program Initial and Continuing Grant.

Contact
Submitting Department: Human Resources
Initiated By: Paul Gansemer

Attachments:
52014 Tchr Varying Exceptionalities-Project EDGE ESE200 - New

SCHOOL DISTRICT OF MANATEE COUNTY
LOCAL TITLE: TEACHER, VARYING EXCEPTIONALITIES – MTC PROJECT EDGE
STATE TITLE: Teacher, Varying Exceptionalities
JOB DESCRIPTION

JOB GOAL:
To provide an educational atmosphere in which all students will move toward the fulfillment of their potential for intellectual, emotional, physical and psychological growth and maturation in accordance with District philosophy, goals and objectives in the career and technical subject area, with students who have varying exceptionalities (VE) and students who do not, and to assume responsibility for all aspects of the career and technical education (CTE) course curriculum at Manatee Technical College (MTC).

QUALIFICATIONS:
1. Bachelor's degree accredited educational institution, and
2. Certified by the state of Florida in appropriate area(s) and possession of necessary endorsements in Exceptional Student Education (ESE).
3. Certified or certifiable by the district/state of Florida as a Career and Technical Education (CTE) teacher in the appropriate subject area with necessary endorsements and industry certification, or
4. One year of experience in the CTE field of the subject area as well as hold the industry certification in the appropriate CTE subject area.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge of laws, rules, policies, and procedures related to ESE and students with disabilities including postsecondary level instruction in addition to the grant specifications with the Florida Postsecondary Comprehensive Transition Program. Background and experience in working with students with varying exceptionalities (VE), Basic computer skills. Ability to read, interpret, and enforce the Florida Center for Students with Unique Abilities rules, Positive interpersonal skills. Skill in motivating and engaging students. Effective communication skills (written and oral). Ability to organize, prioritize, and manage time well. Good listening skills. Ability to manage large groups. Demonstrated proactive orientation. Possess all certifications offered to the students within the program. Knowledge of CTE subject area, regulations, and codes. Ability to meet, on a limited basis, responsibilities beyond the regular school day for career/technical student organizations (SkillsUSA, HOSA, etc.). Knowledge of research, current trends, and best practices in the CTE subject area. Ability to work effectively with diverse student populations, administration, and staff at MTC.

REPORTS TO:
Director of Manatee Technical College or designee

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Maintain visibility and accessibility of the Empower, Develop, Grow, and Educate (EDGE) program and MTC.
2. Establish short- and long-range goals based on student needs and District and state curriculum requirements.
3. Plan and prepare standards-based lessons and strategies which support the School Improvement Plan and District mission.
4. Plan and prepare lessons which are meaningful and engaging.
5. Plan and prepare instructional activities that contribute to a climate where students are actively engaged in meaningful learning experiences.
6. Identify, select, and modify instructional materials to meet the needs of students with varying backgrounds, learning styles and special needs.
7. Assist in assessing changing curricular needs and plans for improvement.

8. Instruct and supervise the work of volunteers and aides when assigned.
9. Establish and maintain effective and efficient record keeping procedures.
10. Use effective student behavior management techniques.
11. Develop effective assessment strategies to assist the continuous development of students.
12. Interpret data for diagnosis, instructional planning, and program evaluation.
13. Establish appropriate testing environment and test security.
14. Assist Coordinator with the tracking of work-based learning opportunities, internships, job shadowing and/or job placement.
15. Promote the highest possible student CTE achievement while tracking grades, attendance, and student growth.
16. Implement and assess the assigned CTE instructional program at MTC.
17. Follow guidelines for proper student conduct and implement disciplinary procedures and policies that ensure a safe and orderly environment.
18. Ensure instruction curricula is aligned with District, State, and MTC goals and frameworks.
19. Establish a vision and mission for the assigned CTE subject area in collaboration with stakeholders.
20. Maintain and model high standards of professional conduct. Set high standards and expectations for self, others, and school.
21. Provide recognition and celebration for student, staff, and school accomplishments.
22. Provide leadership and direction for developing the best possible learning/teaching environment.
23. Keep abreast of trends and best practices in education and field of instruction through staff development, review of literature, meetings, and Florida Center for Students with Unique Abilities (FCSUA) webinars.
24. Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
25. Adjust strategies to accommodate unexpected situations.
26. Understand and utilize collaborative planning strategies.
27. Collaborate with others in choosing courses of action.
28. Promote and support changes in curriculum, technology, and school processes.
29. Build teams to accomplish plans, goals, and priorities.
30. Work with employers and other stakeholders to resolve complaints or concerns.
31. Communicate effectively both orally and in writing with employers, students, teachers, and the community.
32. Be proactive in recognizing and solving school and student concerns.
33. Initiate and offer opportunities for an authentic learning and skills assessment environment in the assigned CTE subject area.
34. Use current research, performance data, and feedback from employers, industry experts, students, teachers, community, and other stakeholders to make decisions related to improvement of instructional assessment, content and curriculum, and student performance.
35. Use technology and equipment effectively, properly, and safely in support of the use of effective technology for student learning and CTE achievement.
36. Consider different perspectives, alternative opinions, and sequences of each in making decisions.
37. Cooperate with and support selection of textbooks, materials, and equipment.
38. Cooperate with and support procedures for student, teacher, industry/employers, and community evaluation of curriculum.
39. Cooperate with and support procedures implemented to monitor the accurate and timely completion of data collection and reporting requirements.
40. Model effective listening and positive interaction skills.
41. Implement and support School Board of Manatee County and MTC Board of Governors policy, in addition to state statutes and federal regulations as they pertain to MTC.
42. Exercise proactive leadership in promoting the vision and mission of Project EDGE, MTC and the District.
43. Cooperate with and support procedures for participation in school accreditation and monitor accreditation standards at MTC.
44. Participate in District, FCSUA, MTC and Department meetings and other activities to enhance professional development.
45. Communicate, through the proper channels, to keep the project EDGE Coordinator and Assistant Director of impending problems or events of unusual nature.

46. Attend MTC-related activities and events including, but not limited to, graduation ceremonies, career technical student organization, and other related CTE or instructional activities.
47. Use District e-mail application effectively.
48. Cooperate with and support District instructional staff in program planning.
49. Develop positive Project EDGE, MTC, community relations and serve as a representative of MTC in the community, and at trade and professional organization activities.
50. Participate in developing the MTC mission, vision, strategic plan, calendar, staffing plan, and reaccreditation process.
51. Attend and participate in staff meetings to discuss policy changes, instructional programs, potential concerns, and resolution of existing issues.
52. Cooperate with and support procedures used in the event of school crisis and/or civil disobedience and provide leadership in the event of such happenings.
53. Make difficult decisions when necessary, including dealing with ineffective students or stakeholder performance.
54. Cooperate with and support procedures for resolution of discipline issues.
55. Act quickly and decisively to stop possible breaches of safety, ineffective procedures, or interference with instruction or school operations.
56. Perform other tasks consistent with the goals and objectives of Project EDGE and this position.

PHYSICAL REQUIREMENTS:
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force and/or up to 10 pounds of force as needed to move objects. In an emergency, worker may be required to restrain a physically active individual as a temporary safety precaution.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
TBD

SALARY SCHEDULE: INSTRUCTIONAL
PAY GRADE: PXD2
SHORT TITLE: ESE200
STATE JOB CODE: 52014

AGENDA ITEM NO. 12.5

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Service Level Agreement (SLA) With Manatee County Government ITS Radio Division, SDMC 24-0119-MR, Estimated in the Amount of $131,200.00 FY 2024 and $167,280.00 FY 2025 (Multiple Funding Sources)

Executive Summary
On December 10, 2019, the Board approved the proposal on 800 MHz Emergency Communications Systems, and on April 27, 2021, the Board approved an increase to upgrade emergency radios on school buses. The district purchased P25 radios that are vital for communication in the case of emergency situations. The district utilizes the county's radio towers and pays fees directly to the county for yearly maintenance and infrastructure.

Manatee County has submitted a new SLA which reflects fee increases as follows:

	P25 Access (radio)	Maintenance (radio)	Access & Maintenance (console)
2023	$125/per radio	$125/per radio	$800
2024	$200/per radio	$200/per radio	$850
2025	$255/per radio	$255/per radio	$1,000

The invoiced amounts for 2024 are $83,200.00 for the Transportation Department (208 radios) and $48,000.00 for Principals and Guardians (120 radios). The total cost to the district for 2024 is $131,200.00, and an expected cost of $167,280.00 for 2025.

Historical expenditures are:

2023-2024 YTD: $1,000.00
2022-2023: $125,057.86 (includes installation of Radios on buses)
2021-2022: $58,750.00

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

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

Recommendation
The Superintendent recommends approval of the Service Level Agreement (SLA) with Manatee County Government ITS radio division, SDMC 24-0119-MR, estimated in the amount of $131,200.00 FY 2024 and $167,280.00 FY 2025. (Multiple Funding Sources)

Financial Impact
The cost to implement this agenda item is estimated in the amount of $ 131,200.00 FY 2024 and $167,280.00 FY 2025 and is included in the 2023-2024 budget for Safety and Security and Transportation as well as the proposed budget for 2024-2025.

Contact

Submitting Departments: Safety and Security and Transportation
Initiated by: Paul Damico and Willie Clark

Attachments:
FY24 SLA Master - Manatee County School District
Invoice-SO-001630
Invoice-SO-001631

FY24 SERVICE LEVEL AGREEMENT

Service Level Agreement (SLA)

Between Manatee County's ITS Radio Division and P25 Governmental Users

Agreement Overview

This Service Level Agreement (SLA), known as the "Agreement," is made between Manatee County's Information Technology Services (ITS) Radio Division, hereafter referred to as the "Service Provider," and governmental entities, including, but not limited to, public safety agencies such as police, fire, and emergency medical services, herein referred to as the "Client(s)." This Agreement outlines the terms under which the Service Provider will offer radio communication services to the Client(s).

Manatee County, as the Service Provider, owns and operates the 800 MHz Land Mobile Simulcast Project 25 (P25) Radio System and is licensed by the Federal Communications Commission (FCC) for this operation. Significant investments have been made to enhance the system's capability to support public safety agencies in their mission to protect and serve the County's residents and businesses.

The purpose of this Agreement is to ensure the provision of necessary radio communication services in a reliable, efficient, and timely manner, delineating service levels, and specifying the responsibilities of both the Service Provider and the Client(s).

2. Goals and Objectives

This Agreement outlines System Access and Maintenance Fees, establishing uniform maintenance and testing standards to ensure the system's effective, reliable, and safe operation. Compliance with FCC regulations is paramount to avoid misuse or unauthorized access, ensuring efficient communication support services to our community.

Objectives of this Agreement include:

- Providing a clear reference to service ownership, accountability, roles, and/or responsibilities.
- Offering a clear, concise, and measurable description of service provision to the Client(s).
- Aligning expected service provision perceptions with actual service support and delivery.

3. Customer Requirements

Customers will:

- Provide equipment-specific identifiers (aliases) for radios accessing the system.
- Manage a list of their subscriber units including Models and S/Ns, notifying the Radio Division of any changes to their list.
- Allow the Radio Division to perform annual preventative maintenance on each radio accessing the County's system at no additional cost to the Client(s) as part of this agreement.

4. Service Provider Requirements

This Agreement details all services, including user guidelines, procedures, and technical standards to ensure the system's safe, efficient, effective, and compliant operation. The 800 MHz radio system Access and Maintenance Fee Schedule applies equally to all users, with fee assessment determined by the CFO.

Onsite services for fixed and critical apparatus are available during regular business hours for repairs, radio programming, and certain maintenance types. The Radio Division is not responsible for third-party purchases by customers.

Coverage Parameters

Services outlined in this Agreement will be provided at the Radio Division Headquarters or a location agreed upon by both parties.

Radio Division Headquarters
1801 5th Street West
Bradenton, FL 34205
Operating Hours: 8:00 AM to 5:00 PM, Monday-Friday, excluding holidays.
Telephone: 941-742-5966
After-Hour Emergencies: 941-720-0653

SYSTEM ACCESS AND MAINTENANCE FEE SCHEDULE

The following fee schedule is established for the access and maintenance of the P25 Radio System and its Client(s), ensuring its operation, maintenance, and enhancement in support of the Client(s). These fees are critical for the continuous provision of high-quality radio communication services and the system's overall sustainability.

FEES PAYABLE BY P25 USERS UNDER THIS CONTRACT FOR FY24:

- **P25 Access** - Annual Subscriber Fee**:** $ 200 per Radio
- **Maintenance** - Annual Subscriber Fee**:** $ 200 per Radio
- **Access & Maintenance** - Annual Console Fee**:** $ 850 per Console

FEES PAYABLE BY P25 USERS UNDER THIS CONTRACT FOR FY25:

- **P25 Access** - Annual Subscriber Fee**:** $ 255 per Radio
- **Maintenance** - Annual Subscriber Fee**:** $ 255 per Radio
- **Access & Maintenance** - Annual Console Fee**:** $ 1000 per Console

FY24 SERVICE LEVEL AGREEMENT

ESTIMATED HOURS FOR ITEMS LISTED BELOW:

- **Service:** Installation – Mobile
  Estimated Hours: 2.5 (T&M)
- **Service:** Installation – Dual Head Mobile
  Estimated Hours: 4.5 (T&M)
- **Service:** Removal – Dual Head Mobile
  Estimated Hours: 1 (T&M)
- **Service:** 800 MHz Radio Preventative Maintenance
  Included with this SLA
- **Service:** 800 MHz Radio Repairs
  Included with this SLA
- **Service:** Programming
  Included with this SLA

Note: All T&M work will be invoiced at $85 per hour from 8 AM – 5 PM on weekdays, with an off-hour rate of $130 on weekends and holidays, plus the cost of materials.

This SLA & T&M fee schedule reflects the commitment to maintaining a high level of service quality, reliability, and availability of the P25 radio communications infrastructure for all users. It ensures that the necessary resources are allocated for the system's upkeep, supporting the crucial communication needs of Manatee County's public safety and governmental agencies.

This fee structure, along with the service provisions and responsibilities outlined in this Agreement, forms the basis of the collaborative effort between the Service Provider and the Client(s) towards achieving a secure, reliable, and efficient P25 communication system.

Maintenance Contract Benefits:

Radios under this maintenance contract will receive programming, repairs, and a preventative maintenance checkup at least once each year to ensure proper operation. This service is part of the commitment to maintain high service quality and reliability for the system's users. This policy ensures that all radios receive the necessary care to maintain the system's overall health and efficiency. It aligns with the goals and objectives of this Agreement to provide the effective, reliable, and safe operation of the P25 Radio System for all its Client(S) in “Their Moments That Matter”.

Customer	Approved Count	Signature of Approval	Approved Date
MCSD – Principals & Guardians **-** **MCSD – Transportation**	**120 Units** **–** **208 Units**		/ /
Mantee County School District	**328 TOTAL UNITS**		

Manatee County Government
1801 5th Street West
Bradenton, Florida United States 34205
Email radio@mymanatee.org
Tel 941-748-4501

Invoice

Invoice #	SO-001630
Date	3/21/2024

Billing Address **Manatee County School District**
215 Manatee Avenue West
Bradenton, FL
34205
USA

Contact Kim Thomas

Cost Account C000015

Sales Rep
Timothy Singleton

Product	SKU	Quantity	Unit Price	Sub-Total
FY24 Radio Access Fee (Annual)	FY24_RADIO_ACCESS_FEE_ANNUAL	120	$200.00	$24,000.00
FY24 Radio Maintenance Fee (Annual)	FY24_RADIO_MAINT_FEE_ANNUAL	120	$200.00	$24,000.00

Remarks PRINCIPALS AND GUARDIANS

Sub-Total	$48,000.00
Total	$48,000.00

Please make checks payable to:
Manatee County Board of County Commissioners,
PO Box 1000 ATTN: Treasury Management, Bradenton, FL 34206. Please reference this SO number when providing payment.

Invoice

Manatee County Government
1801 5th Street West
Bradenton, Florida United States 34205
Email radio@mymanatee.org
Tel 941-748-4501

Invoice #	SO-001631
Date	3/21/2024

Billing Address **Manatee County School District**
215 Manatee Avenue West
Bradenton, FL
34205
USA

Contact Kim Thomas

Cost Account C000015

Sales Rep
Timothy Singleton

Product	SKU	Quantity	Unit Price	Sub-Total
FY24 Radio Access Fee (Annual)	FY24_RADIO_ACCESS_FEE_ANNUAL	208	$200.00	$41,600.00
FY24 Radio Maintenance Fee (Annual)	FY24_RADIO_MAINT_FEE_ANNUAL	208	$200.00	$41,600.00

Remarks TRANSPORATION

Sub-Total	$83,200.00
Total	$83,200.00

Please make checks payable to:
Manatee County Board of County Commissioners,
PO Box 1000 ATTN: Treasury Management, Bradenton, FL 34206. Please reference this SO number when providing payment.

1213

AGENDA ITEM NO. 12.6

School Board of Manatee County
June 11, 2024 - Regular Board Meeting
Action Item

Title
Memorandum of Understanding (MOU) between the School District of Manatee County and MCR Health to Provide Sports and School Physicals to Students (No Financial Impact)

Executive Summary
The purpose of this MOU is to offer low cost but high-quality sports physicals to promote the health and safety of students participating in school activities, particularly athletic programs. School and sports physicals assess a student's overall health, physical fitness, and readiness to participate in sports or other physical activities.

A parent consent is needed, and all physicals performed by MCR Health will be done at an MCR Health Center or MCR Health Mobile Unit.

Stephen Dye has approved this MOU. There is no cost to the School District.

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 the approval of this MOU between SDMC and MCR Health.

Financial Impact
No financial impact.

Contact
Submitting Department: Kevin Chapman

Attachments:
MOU - MCR Health and Manatee County School District.pdf

MEMORANDUM OF UNDERSTANDING
MCR HEALTH, INC. and MANATEE COUNTY SCHOOL DISTRICT

Purpose

MCR Health, Inc. ("MCR") and **School District of Manatee County** (the "District") (MCR and the District are collectively referred to as the "Parties" and individually as "Party") enter into Memorandum of Understanding (MOU) on the _____ of _____, 2024 (the "Effective Date") to set forth the Parties' responsibilities with respect to providing Manatee County students sports and school physicals.

The purpose of this MCR is to offer low cost but high quality sports physicals to promote the health and safety of students participating in school activities, particularly sports programs. School and sports physicals assess a student's overall health, physical fitness, and readiness to participate in sports or other physical activities. Here are some specific purposes of school and sports physicals:

I. Identify Medical Conditions:
The physical exam can help identify any underlying medical conditions or health issues that may affect a student's ability to participate in sports or physical activities safely.

II. Assess Physical Fitness:
The healthcare provider evaluates the student's physical fitness level, including cardiovascular health, strength, flexibility, and overall physical condition.

III. Screen for Risk Factors
The physical exam helps to identify risk factors that could predispose the student to potential injuries or health problems while participating in sports.

The Parties agree that administering school and sport physicals promotes the well-being of students, prevent injuries, and provides a safe environment for young athletes to participate in sports activities.

Responsibilities of the Parties:

The Parties agree to fulfill their respective responsibilities under this MOU in accordance with this MOU, and the laws and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or the operating procedures of either Party. If at any time either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other seeking a mutually agreed upon resolution.

MCR will:

1. The Health Center or Mobile Health Unit will be operated independently by MCR under the sole direction of MCR's leadership. The Health Center and Mobile Health Unit will operate during the days and hours agreed between both Parties.

2. MCR will staff the Health Center or Mobile Health Unit with one (1) mid-level provider, one (1) medical assistant, and one (1) Patient Service Representative, staffing may increase or decrease as the demand for services increases or decreases; MCR shall maintain adequate staff to meet the needs of school and sport physicals.

3. Conduct comprehensive sport and school Physical examination: MCR will assess their overall health, physical fitness, and readiness to participate in sports or other physical activities. This includes evaluating medical history, performing physical assessments, and screening for any underlying health conditions.

4. Ensuring Compliance with Regulations: MCR will ensure that the physical examinations meet the requirements set by the school district, sports leagues, and relevant authorities. They must adhere to the protocols and guidelines established for conducting school and sports physicals.

5. Providing Clear and Accurate Documentation: MCR will document the results of the physical exams accurately and providing clear and comprehensive reports to the District. These reports may include information on the student's health status, fitness level, any medical concerns, and recommendations for further evaluation or follow-up care.

6. Offering Health Education and Guidance: MCR providers will offer health education and guidance to students and their families during the physical exams. This may include information on injury prevention, nutrition, hydration, proper conditioning, and overall health and wellness practices.

7. Protect the privacy and confidentiality of patient health information in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and regulations promulgated thereunder, and other governing state and/or federal laws and regulations. MCR also agrees to comply with the requirements of 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 (FERPA), Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

8. Collaborating with School Personnel: MCR leadership will collaborate with District personnel, coaches, athletic trainers, and other stakeholders to ensure coordinated care for students participating in sports programs.

9. Be responsible for obtaining and maintaining all required licenses, waivers, and certifications necessary for it to perform services under this MOU.

10. Be responsible for the supervision and credentialing of all professional staff that will provide services on behalf of MCR.

11. Provide documentation, upon request, for all required licensure, professional and general liability insurance and workers compensation insurance as referenced below.

12. Ensure consent and enrollment information has been received from parents or legal guardians so students can access and receive services from MCR. MCR will confirm written authorization from a student's parent or legal guardian before providing the services to such student. The District will advise and inform the parents of the students receiving exams, but at no time will be required to provide any list, address, or emails of any students to MCR.

13. Establish and maintain medical records for students who receive services from MCR.

14. Provide all materials, supplies, equipment, and other items necessary to the provision of services by MCR.

15. Be responsible for the maintenance of all medical equipment used by MCR .

16. Bill Medicaid and/or other third-party payors for the services provided to eligible students. For uninsured students, MCR will bill the students' parent or legal guardian for the services provided.

17. Ensure compliance with Florida Statute Section 948.30, and not allow any sex offenders on school grounds.

18. Comply with the requirements of the Jessica Lunsford Act: MCR acknowledges that the District , requires all Vendors/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fmgerp1inting. Vendors, individuals, or entities under contract with the District 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 District for any claims made against the District related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. MCR at all times will abide by the JLA. For information on JLA requirements and how to comply visit: http://www.manateeschools.net/

19. MCR employees will abide by the School Board of Manatee County Policy and Procedural Manual and all rules contained therein. The District reserves their rights to request that a particular MCR employee not be assigned to the school. The District is the ultimate decision maker on who is or who is not allowed upon school grounds.

The District will:

1. The District will be responsible for identifying schools with eligible students who require school and sports physicals typically those planning to participate in sport activities in sports activities or in need of school-mandated physical exams.

2. The District will assist MCR with the communication and correspondence to parents and students informing them about the sport physical requirements, procedures, consent forms and any necessary forms or documentation.

3. The District will be responsible for coordinating with schools in Manatee County the scheduling of school or sports physicals with MCR Mobile Health Unit or the Health Center. The District is responsible for ensuring the Mobile Health Unit have designated locations to park on school campus.

4. The District should ensure that the school and sport physicals comply with state and district regulations, as well as any requirements set by sports leagues or governing bodies.

5. Comply with the Health Insurance and Portability and Accountability Act of 1996 (HIPAA) Privacy Rule. To confirm these obligations. The District will sign a Business Associate Agreement, the terms of which shall be incorporated herein.

6. Share student information with MCR as necessary for the provision of services at the Health Center, subject to FERPA.

General Terms and Conditions

Relationship of the Parties:

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

Insurance and Indemnification:

The Parties shall each be responsible for their respective acts or omissions in the performance of services under this MOU and neither Party shall incur any liability for the performance of the other Party. MCR affirms that it has professional liability insurance coverage under the Federal Tort Claims Act (FTCA) for any MCR staff providing services under this MOU as well as General Liability Insurance. In addition, MCR agrees, to the extent permitted by law, , to defend indemnify and hold harmless the School District, 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. When pertaining to a services contract, MCR 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 District as an additional insured. MCR receives its professional liability coverage pursuant to the Federal Tort Claims Act (FTCA). The District further understands and agrees that the FTCA will not provide any indemnification to the District arising out of or related to MCR's alleged professional liability. MCR will provide the District a copy of MCR's FTCA deeming notice upon execution of this Agreement and copies of General Liability Insurance To the extent applicable, MCR will maintain and furnish workers compensation insurance covering its employees that may provide services on the School District's property. A certificate of insurance will be furnished within ten (10) business days of MCR commencing to provide services at the Health Center. Failure to provide such insurance allows the District, the election to immediately terminate this agreement.

The District is self-insured and affirms that it also carries a general liability insurance policy regarding any personal injury or loss or property damage that may occur on the District's property.

Sovereign Immunity:

The Parties acknowledge and agree that the School Board, 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 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.

Term and Termination

This MOU shall commence on the Effective Date and shall continue year to year for a period of five (5) years, or until terminated as provided herein. After the first year, either Party may terminate this MOU without cause by giving written notice of termination to the other Party at least ninety (90) days prior to the intended date of termination. Further, either Party may terminate this MOU for cause by providing written notice to the other Party and an opportunity to cure any deficiencies within thirty (30) days from the receipt of such notice. Any equipment purchased by MCR for the Health Center shall remain the sole property of MCR subsequent to the termination of this MOU.

Amendment

This MOU shall not be altered, changed or amended except by instrument in writing executed by all the Parties hereto.

Assignment

The Parties shall not assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without prior written approval from the other Party.

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.

Subcontracting

The Parties may not subcontract any portion of this MOU without obtaining the prior written approval of the other Party.

Notice

Any notice required to be given pursuant to the terms of this MOU shall be in writing and shall be hand-delivered or sent by certified mail to the addresses listed:

To MCR:
Dr. Melvin Price
President & CEO
101 Riverfront Blvd
Bradenton, Florida 34205

To the District:
Dr. Jason Wysong
Superintendent
215 Manatee Avenue
West Bradenton, Florida
34205

Party to this MOU may change the address to which notice is to be submitted by notice delivered pursuant to this section.

Entire Agreement

This MOU 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 MOU will supersede any conflicting terms in any counterparts, 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 received by sent certified mail. In the event of conflict, the terms of this agreement shall govern.

[Signature page to follow]

Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this MOU effective as of the date below written.

Dated: 05/14/2024

BY: _____
Dr. Melvin Price, President/CEO
MCR Health, Inc

Dated: _____

BY: _____
Dr. Jason Wysong, Superintendent
School District of Manatee County

Dated: _____

BY: _____
Chad Choate, Chair
School Board of Manatee County

Dated: _____

BY: _____
Stephen Dye, Board Attorney
School Board of Manatee County

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Jason C. Wysong, Ed.D.

P.O. Box 9069
Bradenton, FL 34206-9069
215 Manatee Avenue West
Bradenton, FL 34205
941.708.8770
www.manateeschools.net

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: May 24, 2024

TO: Jason C. Wysong, Ed. D., Superintendent

FROM: Rachel Sellers, Deputy Superintendent of Business Services

SUBJECT: Certification of Monthly Bank Reconciliation (04/30/2024)

As a response to Audit Finding 2019-001, Finance staff developed the following internal control enhancement: District staff will complete monthly bank reconciliations, and a review with accounting staff will occur on the third Monday of every month, chaired by the Deputy Superintendent of Business Services. At completion of the monthly reconciliation review, the Deputy Superintendent of Business Services will certify the completion of the reconciliation to the Superintendent.

Also available (upon request) are the cash ledger and bank statement summaries that support the "book" and "bank" amounts in the reconciliation, and also screenshots, from the PeopleSoft Treasury module, proving that the April 30, 2024 book-to-bank reconciliation has been completed, with $0 variance.

The School District of Manatee County



Year to Date Financial Report
through the
Period Ending April 30, 2024

(Unaudited)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
April 30, 2024

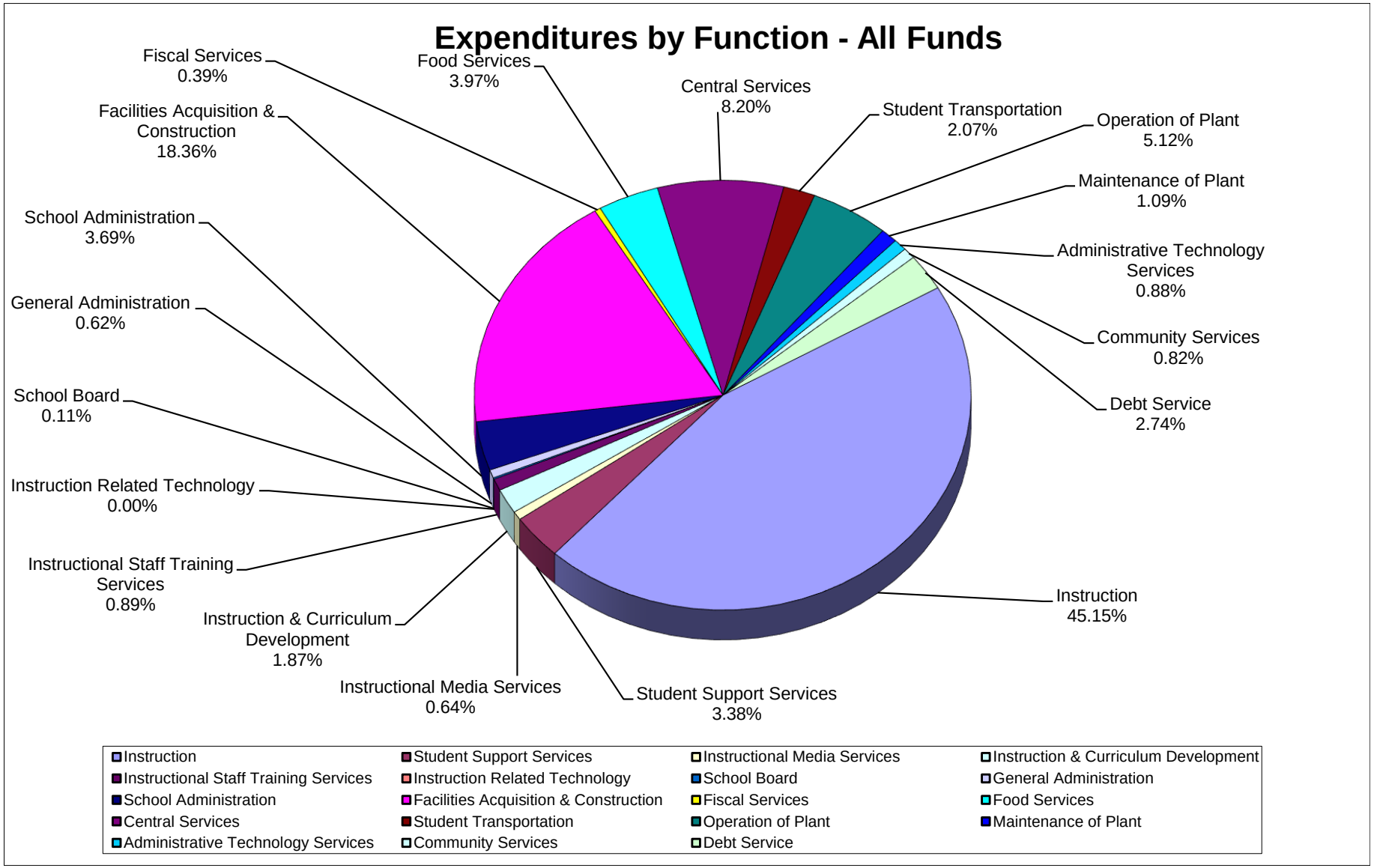
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Travel & Agency Funds	Total April 2024	Total April 2023
Assets									
Current Assets									
Cash	$ 233,352,694	$ 14,097,046	$ 344,685,601	$ 21,350,588	$ -	$ 28,636,990	$ 1,385,252	$ 643,508,171	$ 429,001,507
Taxes Receivable	-	-	-	-	-	-	-	-	-
Accounts Receivable	3,022,774	-	-	129,763	1,284	256	70,133	3,224,210	1,182,512
Due From/(To)	13,865,678	(387,167)	-	(10,797,408)	(2,681,103)	-		-	-
Inventory	597,644	-	-	578,639		-	-	1,176,283	1,107,271
Investments		39,723	-	-	-	-	-	39,723	44,567
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	554,135	-	8,231,801	3,125,640	3,353,750	-	-	15,265,326	12,721,395
Total Assets	**251,392,924**	**13,749,602**	**352,917,402**	**14,387,221**	**673,931**	**28,637,246**	**1,455,386**	**663,213,712**	**444,057,252**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	35,511,268	-	-	-	-	-	-	35,511,268	32,453,482
Payroll Deductions & WH	11,662,415	-	-	-	-	-	-	11,662,415	9,767,850
Accounts Payable	1,475,639	-	751,355	482,422	673,931	898,224	185	4,281,756	4,889,534
Construction Payable	21,563	-	5,376,144	-	-	-	-	5,397,707	175,918
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				-
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	(0)	-	-	-	-	-	-	(0)	5,539
Estimated Unpaid Claims	-	-	-	-	-	16,085,781	-	16,085,781	13,035,286
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	58,000,000	-	-	-	-	-	-	58,000,000	-
Unearned Revenue	(6,945)	-	-	-	-	-	-	(6,945)	-
Deferred Revenue	-	-	8,713,425	-	-	-	-	8,713,425	50,800,960
Total Liabilities	**106,663,940**	**-**	**14,840,924**	**482,422**	**673,931**	**16,984,005**	**185**	**139,645,407**	**111,128,569**
Fund Balances									
Revenues Over (Under) Expenditures	58,767,010	918,534	7,445,685	(702,325)	(0)	(2,782,143)	333,540	63,980,302	120,978,073
Nonspendable									
Inventories	643,367	-	-	578,639	-	-	-	1,222,006	1,126,402
Restricted									
State Required Carryover	3,482,193	-	-	-	-	-	-	3,482,193	836,354
Food Services	-	-	-	14,028,485	-	-	-	14,028,485	12,336,359
Debt Service	-	12,831,068	-	-	-	-	-	12,831,068	11,889,269
Capital Projects	-	-	330,630,793	-	-	-	-	330,630,793	125,245,984
Other Purposes	10,704,566	-	-	-	-	14,435,385	1,121,660	26,261,611	17,760,916
Assigned									
Encumbrances	1,821,549	-	-	-	-	-	-	1,821,549	1,192,246
School and Local Programs	7,707,250	-	-	-	-	-	-	7,707,250	5,298,852
Unassigned	61,603,049	-	-	-	-	-	-	61,603,049	36,264,228
Total Fund Balances	144,728,984	13,749,602	338,076,478	13,904,799	(0)	11,653,242	1,455,201	523,568,306	332,928,683
Total Liabilities & Fund Balances	**$ 251,392,924**	**$ 13,749,602**	**$ 352,917,402**	**$ 14,387,221**	**$ 673,931**	**$ 28,637,246**	**$ 1,455,386**	**$ 663,213,713**	**$ 444,057,252**

*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.

School District of Manatee County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance (Unaudited)
For Month Ended April 30, 2024

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total April 2024	Total April 2023
REVENUES									
Federal Direct	$ 567,092	$ 952,796	$ -	$ -	$ 2,572,921	$ -	$ 233,787	$ 4,326,596	$ 4,042,676
Federal Through State	3,479,703	-	-	23,436,725	59,486,723	-	-	86,403,151	94,166,615
State	151,737,715	-	4,866,305	154,872	-	-	-	156,758,892	161,416,149
Local	361,331,891	433,853	175,954,628	6,339,314	-	48,105,521	766,585	592,931,793	503,061,621
Total Revenues	517,116,401	1,386,649	180,820,933	29,930,911	62,059,643	48,105,521	1,000,372	840,420,431	762,687,061
EXPENDITURES									
Instruction	316,592,257	-	-	-	34,995,593	-	657,023	352,244,873	316,554,211
Student Support Services	19,279,277	-	-	-	7,099,288	-	8,422	26,386,988	23,393,647
Instructional Media Services	4,969,753	-	-	-	52,000	-	1,378	5,023,131	4,488,431
Instruction & Curriculum Development	7,042,577	-	-	-	7,539,082	-	8	14,581,668	12,923,263
Instructional Staff Training Services	1,150,844	-	-	-	5,791,608	-	-	6,942,452	6,044,796
Instruction Related Technology	-	-	-	-	4,119	-	-	4,119	61,512
School Board	857,038	-	-	-	1,000	-	-	858,038	958,659
General Administration	2,596,346	-	-	-	2,244,985	-	-	4,841,330	4,920,313
School Administration	28,439,881	-	-	-	370,560	-	-	28,810,440	27,086,248
Facilities Acquisition & Construction	5,849,193	-	137,345,717	-	14,000	-	-	143,208,910	77,829,735
Fiscal Services	2,884,273	-	-	-	191,458	-	-	3,075,731	2,852,784
Food Services	-	-	-	30,633,236	305,930	-	-	30,939,166	27,411,884
Central Services	12,332,563	-	-	-	182,137	51,487,665	-	64,002,365	64,295,131
Student Transportation	15,752,024	-	-	-	360,029	-	-	16,112,053	14,475,458
Operation of Plant	39,371,475	-	-	-	575,965	-	-	39,947,439	35,013,677
Maintenance of Plant	8,400,171	-	-	-	106,451	-	-	8,506,622	8,110,843
Administrative Technology Services	6,560,147	-	-	-	293,636	-	-	6,853,784	6,910,802
Community Services	6,377,298	-	-	-	17,205	-	-	6,394,502	5,961,904
Debt Service	36,276	19,394,602	1,932,709	-	-	-	-	21,363,587	16,687,552
Total Expenditures	478,491,392	19,394,602	139,278,426	30,633,236	60,145,047	51,487,665	666,831	780,097,198	655,980,850
Excess (Deficiency) of Revenue Over (Under) Expenditures	38,625,010	(18,007,952)	41,542,507	(702,325)	1,914,596	(3,382,143)	333,540	60,323,233	106,706,211
Other Financing Sources (Uses)									
Other Financing Sources	-	-	3,657,069	-	-	-	-	3,657,069	14,271,862
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	20,142,000	18,926,486	-	-	-	600,000	-	39,668,487	40,405,936
Transfers Out	-	-	(37,753,891)	-	(1,914,596)	-	-	(39,668,487)	(40,405,936)
Total Other Financing Sources (Uses)	20,142,000	18,926,486	(34,096,822)	-	(1,914,596)	600,000	-	3,657,069	14,271,862
Net Change in Fund Balance	58,767,010	918,534	7,445,685	(702,325)	(0)	(2,782,143)	333,540	63,980,302	120,978,073
Fund Balances, Beginning	85,961,973	12,831,068	330,630,793	14,607,124	-	14,435,385	1,121,660	459,588,004	211,950,610
Fund Balances, Ending	$ 144,728,983	$ 13,749,602	$ 338,076,478	$ 13,904,799	$ (0)	$ 11,653,242	$ 1,455,201	$ 523,568,305	$ 332,928,683

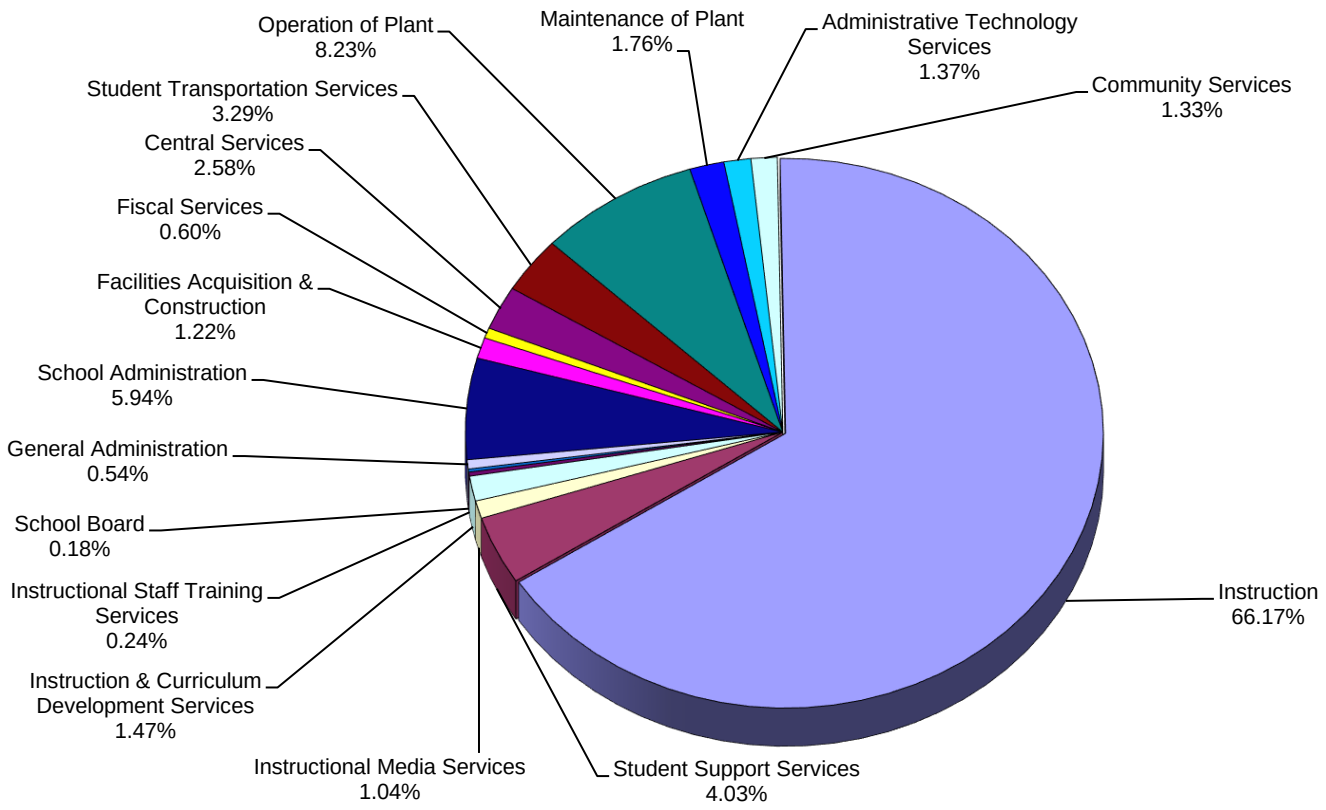
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.


Expenditures by Function - All Funds
Fiscal Services 0.39%
Food Services 3.97%
Central Services 8.20%
Student Transportation 2.07%
Operation of Plant 5.12%
Facilities Acquisition & Construction 18.36%
Maintenance of Plant 1.09%
School Administration 3.69%
Administrative Technology Services 0.88%
General Administration 0.62%
Community Services 0.82%
School Board 0.11%
Debt Service 2.74%
Instruction Related Technology 0.00%
Instructional Staff Training Services 0.89%
Instruction 45.15%
Instruction & Curriculum Development 1.87%
Instructional Media Services 0.64%
Student Support Services 3.38%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development
Instructional Staff Training Services
Instruction Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services
Debt Service

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ending April 30, 2024

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual April 2023
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 673,800	$ 673,800	$ 561,057	$ (112,743)	83%	$ 565,877
Miscellaneous Federal Direct	2,000	10,150	6,035	(4,115)	59%	-
Total Federal Direct	675,800	683,950	567,092	(116,858)	83%	565,877
Federal Through State:						
Vocational Education Act	-	22,303	16,006	(6,297)	72%	11,000
Medicaid	1,180,000	976,239	976,239	-	100%	628,323
Individuals with Disabilities	111,000	286,453	229,981	(56,472)	80%	252,918
Educational Stabilization K-12	-	-	-	-		-
Educational Stabilization Workforce	-	-	45,016	45,016		159,714
Educational Stabilization VPK	-	-	-	-		247,500
Miscellaneous Federal Through State	-	1,127,256	2,212,462	1,085,206	196%	628,401
Total Federal Through State	1,291,000	2,412,251	3,479,703	1,067,453	144%	1,927,856
State:						
Florida Education Finance Program (FEFP)	100,158,206	114,612,342	93,774,368	(20,837,974)	82%	98,095,170
Workforce Development	10,341,269	10,144,293	8,453,580	(1,690,713)	83%	8,072,840
Workforce Education Performance Incentive	225,000	700,228	700,228	-	100%	203,587
CO&DS Withheld for Administrative Expenditures	28,000	28,000	-	(28,000)	0%	-
State License Tax	340,481	340,481	286,057	(54,424)	84%	276,338
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	49,033,659	49,876,529	41,367,105	(8,509,424)	83%	42,507,678
Florida School Recognition Funds	-	3,745,293	3,745,293	-	100%	2,619,231
Voluntary Prekindergarten Program	1,850,000	2,107,575	1,988,864	(118,712)	94%	2,017,181
Other Miscellaneous State Revenue	508,980	2,871,997	1,422,220	(1,449,777)	50%	536,137
Total State	162,485,595	184,426,738	151,737,715	(32,689,024)	82%	154,328,162
Local:						
Required Local Effort & District Nonvoted Operating	340,961,503	271,674,468	261,049,984	(10,624,484)	96%	281,183,181
District Voted Additional Operating Tax	-	69,287,036	66,563,674	(2,723,361)	96%	-
Lease Revenue	126,000	264,685	264,685	-	100%	164,072
Interest on Investments	6,000,000	15,754,376	13,803,554	(1,950,822)	88%	7,559,470
Student and Adult a la Carte	-	-	-	-		-
Catering/Specials	-	-	-	-		-
Net Increase (Decrease) in Fair Value	-	1,482	(381)	(1,863)	-26%	48
Gifts, Grants and Bequests	150	3,652	3,652	-	100%	1,500
Vending Sales	-	-	-	-		22
Student Fees:						
Adult Gen Ed Course Fees	82,092	165,153	124,810	(40,343)	76%	103,420
Post Secondary Vocational Ed Course Fees	1,882,674	1,882,674	2,729,448	846,774	145%	1,856,987
Continuing Workforce Education Course Fees	130,887	96,654	98,135	1,481	102%	98,901
Capital Improvement Fees	113,170	172,773	238,993	66,220	138%	135,937
Post Secondary Lab Fees	956,000	1,254,082	1,873,468	619,386	149%	957,072
Lifelong Learning Fees	6,000	6,000	2,093	(3,907)	35%	2,190
GED Testing Fees	12,000	12,000	9,016	(2,984)	75%	7,725
Other Student Fees	566,427	632,710	936,074	303,364	148%	640,389
Other Fees:						
Preschool Program Fees	700,000	957,231	957,231	-	100%	760,644
School Age Child Care Fees	6,350,000	6,485,339	5,828,378	(656,961)	90%	5,627,017
Other Schools, Courses and Classes Fees	19	19	15,884	15,865	82858%	10,367
Miscellaneous Local:						
Bus Fees	95,000	78,994	79,684	690	101%	125,858
Transportation Services Rendered for School Activi	80,000	26,635	26,808	172	101%	88,957
Sale of Junk	65,000	128,886	128,886	-	100%	122,837
Receipt of Federal Indirect Cost Rate	2,500,000	2,500,000	2,236,820	(263,180)	89%	2,961,943
Other Miscellaneous Local Sources	2,066,525	3,364,314	2,614,391	(749,922)	78%	3,087,218
Refund of Prior Year's Expenditures	-	194	6,933	6,738	3569%	(217,239)
Collections for Lost, Damaged and Sold Textbooks	-	35	35	-	100%	121
Receipt of Food Service Indirect Costs	1,670,000	1,670,000	1,739,636	69,636	104%	1,603,656
Total Local	364,363,448	376,419,393	361,331,891	(15,087,502)	96%	306,882,293
Total Revenues	528,815,843	563,942,332	517,116,401	(46,825,931)	92%	463,704,188
Expenditures (by Function)						
Current:						
Instruction	387,564,697	394,493,171	316,592,257	77,900,913	80%	280,614,194
Student Support Services	23,986,953	24,405,344	19,279,277	5,126,067	79%	13,268,667
Instructional Media Services	5,846,362	5,909,458	4,969,753	939,705	84%	4,485,900
Instruction & Curriculum Development Services	9,230,978	9,277,395	7,042,577	2,234,818	76%	6,354,271
Instructional Staff Training Services	1,379,015	1,753,266	1,150,844	602,423	66%	743,836
Instruction-Related Technology	585	585	-	585	0%	(13)
School Board	1,369,794	1,482,694	857,038	625,655	58%	958,659
General Administration	3,009,991	3,723,148	2,596,346	1,126,803	70%	1,957,495
School Administration	37,412,551	36,909,064	28,439,881	8,469,184	77%	27,045,133
Facilities Acquisition & Construction	6,801,515	7,879,597	5,849,193	2,030,404	74%	5,104,474
Fiscal Services	3,715,284	3,970,346	2,884,273	1,086,073	73%	2,750,621
Food Services	-	-	-	-		-
Central Services	15,822,725	15,844,940	12,332,563	3,512,376	78%	10,087,864
Student Transportation Services	21,316,080	20,268,460	15,752,024	4,516,436	78%	14,217,636
Operation of Plant	50,803,736	51,279,670	39,371,475	11,908,196	77%	34,766,101
Maintenance of Plant	11,510,549	11,805,775	8,400,171	3,405,604	71%	8,110,151
Administrative Technology Services	8,713,129	8,748,226	6,560,147	2,188,079	75%	6,197,508
Community Services	6,518,918	7,037,546	6,377,298	660,248	91%	5,959,444
Debt Service	1,025,000	1,778,918	36,276	1,742,642	2%	24,368
Total Expenditures	596,027,863	606,567,603	478,491,392	128,076,211	79%	422,646,309
Excess (Deficiency) of Revenues Over (Under) Expenditures	(67,212,020)	(42,625,271)	38,625,010	81,250,281		41,057,879
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-		14,100,000
Transfers In:						
From Capital Project Funds	24,872,578	19,740,959	18,827,404	(913,555)	95%	15,645,737
From Special Revenue Funds	-	1,290,809	1,314,596	23,787	102%	2,170,494
Transfers Out:						
To Capital Project Funds	-	-	-	-		(882,389)
To Internal Service Funds		-	-	-		-
Total Other Financing Sources (Uses)	24,872,578	21,031,769	20,142,000	(889,768)	96%	31,033,842
Net Change in Fund Balance	(42,339,442)	(21,593,502)	58,767,010	80,360,512		72,091,721
Fund Balance, Beginning	85,961,973	85,961,973	85,961,973	-		50,388,336
Nonspendable	643,367	-		-		-
Restricted	-	-		-		-
Assigned	-	-		-		-
Unassigned	42,979,165	64,368,471		-		
Fund Balance, Ending	$ 43,622,532	$ 64,368,471	$ 144,728,983	$ 80,360,512		$ 122,480,057

Expenditures by Function - General Fund



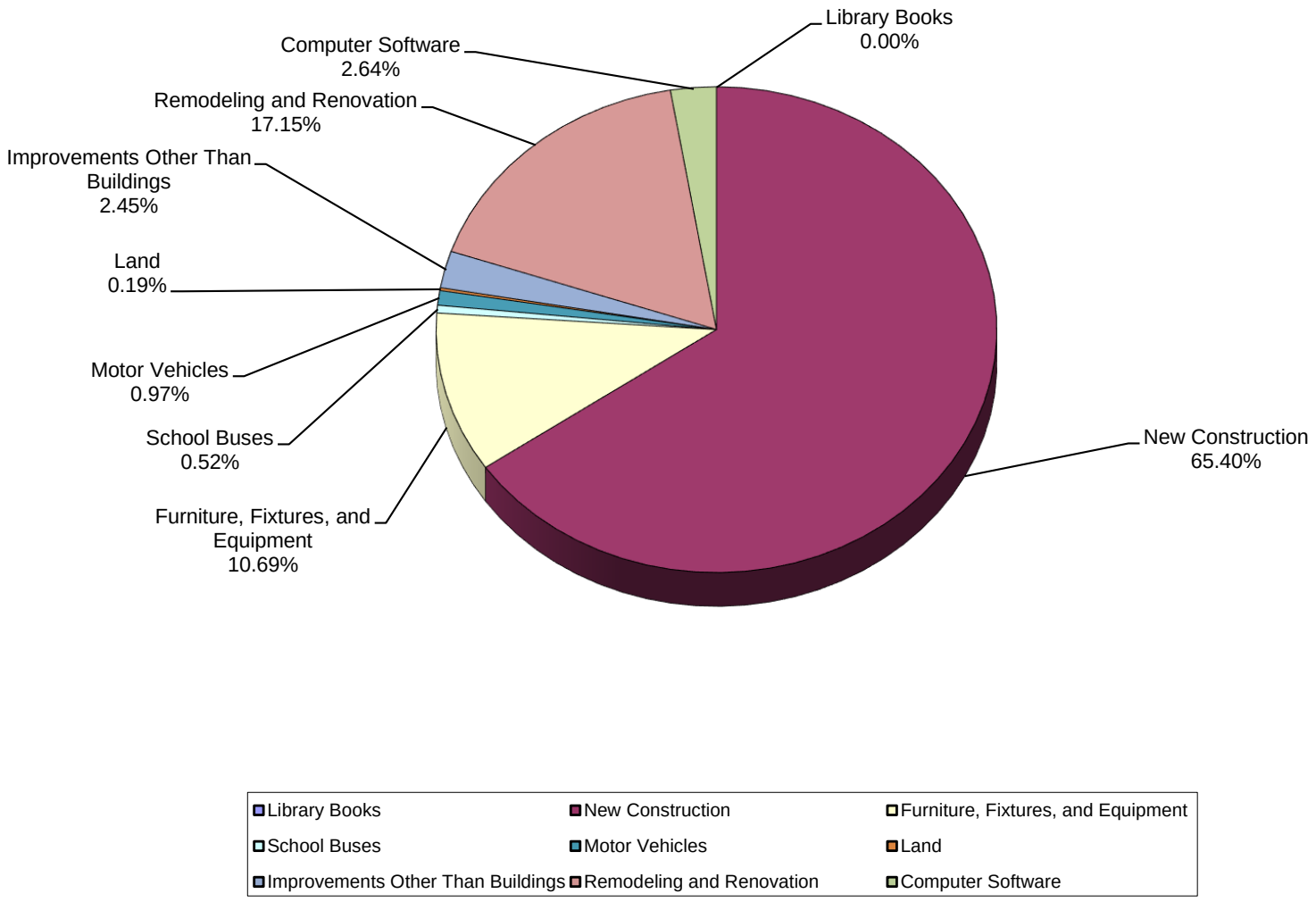
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended April 30, 2024

	Original Budget	Current Budget	YTD Actuals	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2023
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ 952,796	$ (53,164)	95%	$ 953,374
Total Federal Direct	1,005,960	1,005,960	952,796	(53,164)		953,374
State:						
CO&DS Withheld for Bonds	332,550	332,550	-	(332,550)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	332,550	332,550	-	(332,550)	0%	-
Local:						
Interest on Investments	275,000	324,319	534,839	210,520	165%	474,165
Net Increase (Decrease) in the Fair Value	-	120,767	(100,986)	(221,752)	-84%	(184,647)
Total Local	275,000	445,086	433,853	(11,233)	97%	289,518
Total Revenues	1,613,510	1,783,596	1,386,649	(396,946)	78%	1,242,892
EXPENDITURES						
Current:						
Redemption of Principal	18,635,284	18,635,284	7,785,000	10,850,284	42%	7,415,000
Interest	16,803,500	16,803,500	11,596,018	5,207,483	69%	7,589,772
Dues and Fees	45,274	45,333	13,584	31,749	30%	12,260
Other Debt Service	-	-	-	-		-
Total Debt Service	35,484,058	35,484,117	19,394,602	16,089,515	55%	15,017,032
Total Expenditures	35,484,058	35,484,117	19,394,602	16,089,515	55%	15,017,032
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,870,548)	(33,700,521)	(18,007,952)	15,692,568		(13,774,140)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	34,118,575	34,102,932	18,926,486	(15,176,446)	55%	14,607,316
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	34,118,575	34,102,932	18,926,486	(15,176,446)		14,607,316
Total Other Financing Sources (Uses)	34,118,575	34,102,932	18,926,486	(15,176,446)	55%	14,607,316
Net Change in Fund Balances	248,027	402,412	918,534	516,122		833,176
Fund Balances, Beginning	12,831,068	12,831,068	12,831,068	-		11,889,269
Fund Balances, Ending	$ 13,079,095	$ 13,233,480	$ 13,749,602	$ 516,122		$ 12,722,445

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Project Funds
For Month Ended April 30, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2023
REVENUES						
State:						
CO&DS Distributed	$ 1,567,895	$ 1,567,895	$ -	$ 1,567,895	0%	$ -
Interest on CO&DS	28,991	28,991	-	28,991	0%	-
Public Education Capital Outlay PECO	4,770,785	4,770,785	66,404	4,704,381	1%	1,880,296
Charter School Cap Outlay PECO	4,492,248	5,231,001	4,260,934	970,067	81%	3,681,817
Other Miscellaneous State Revenue	3,555,937	5,170,571	538,968	4,631,603	10%	1,215,764
Total State Sources	14,415,856	16,769,243	4,866,305	11,902,937	29%	6,777,877
Local:						
District Capital Taxes	103,930,554	103,930,554	99,857,829	4,072,725	96%	83,978,219
Local Sales Tax	51,689,130	51,689,130	34,661,924	17,027,206	67%	34,059,185
Interest on Investments	7,515,668	10,195,677	10,181,949	13,728	100%	1,648,894
Other Miscellaneous Local Sources	909,875	817,769	810,401	7,368	99%	39,638
Impact Fees	33,150,906	38,650,906	30,442,525	8,208,381	79%	27,216,028
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	197,196,133	205,284,036	175,954,628	29,329,408	86%	146,941,964
Total Revenues	211,611,988	222,053,278	180,820,933	41,232,346	81%	153,719,841
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	312,376,755	314,026,564	87,795,670	226,230,894	28%	28,226,711
Furniture, Fixtures, and Equipment	18,501,483	22,787,373	14,347,301	8,440,072	63%	10,652,337
School Buses	2,192,965	1,755,093	694,418	1,060,675	40%	669,594
Motor Vehicles	563,446	1,335,141	1,304,476	30,665	98%	434,871
Land	1,500,000	1,500,000	249,640	1,250,360	17%	20,000
Improvements Other Than Buildings	11,422,016	10,400,694	3,292,179	7,108,515	32%	2,376,827
Remodeling and Renovation	79,577,874	62,717,157	23,022,800	39,694,357	37%	25,443,939
Computer Software	3,658,937	3,776,583	3,539,799	236,784	94%	3,224,334
Total Capital Outlay	429,793,476	418,298,605	134,246,284	284,052,321	32%	71,048,613
Other Expenses:						
Charter School Capital Outlay 1.5 M	2,078,883	2,132,158	2,132,158	-	100%	-
Charter School Capital Outlay Sales Tax	1,172,133	1,246,854	967,275	279,579	78%	1,676,648
Total Other Expenses	3,251,016	3,379,012	3,099,433	279,579		1,676,648
Debt Service:						
Redemption of Principal	2,283,455	2,767,073	1,870,249	896,824	68%	1,573,993
Interest	33,870	62,460	62,460	-	100%	72,159
Dues and Fees	-	-	-	-		-
Total Debt Service	2,317,325	2,829,533	1,932,709	896,824	68%	1,646,152
Total Expenditures	435,361,818	424,507,150	139,278,426	285,228,724	33%	74,371,413
Excess (Deficiency) of Revenues Over (Under) Expenditures	(223,749,829)	(202,453,871)	41,542,507	243,996,378		79,348,428
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Certificates of Participation Issued	-	-	-	-		-
Premiums on Certificates of Participation Issued	-	-	-	-		
Proceeds of Lease-Purchase Agreements	-	3,657,069	3,657,069	-	100%	171,862
Transfers In:						
From General Fund	-	-	-	-		882,389
Transfers Out:						
To General Fund	(24,872,578)	(19,853,036)	(18,827,404)	(1,025,632)	95%	(15,645,737)
To Debt Service	(34,118,575)	(34,102,932)	(18,926,486)	(15,176,446)	55%	(14,607,316)
Total Transfers	(58,991,153)	(53,955,968)	(37,753,891)	(16,202,078)		(30,253,053)
Total Other Financing Sources (Uses)	(58,991,153)	(50,298,899)	(34,096,822)	16,202,078	68%	(29,198,802)
Net Change in Fund Balances	(282,740,982)	(252,752,770)	7,445,685	260,198,456		50,149,626
Fund Balances, Beginning	330,606,188	330,630,793	330,630,793	-		125,245,984
Fund Balances, Ending	$ 47,865,206	$ 77,878,022	$ 338,076,478	$ 260,198,456		$ 175,395,610

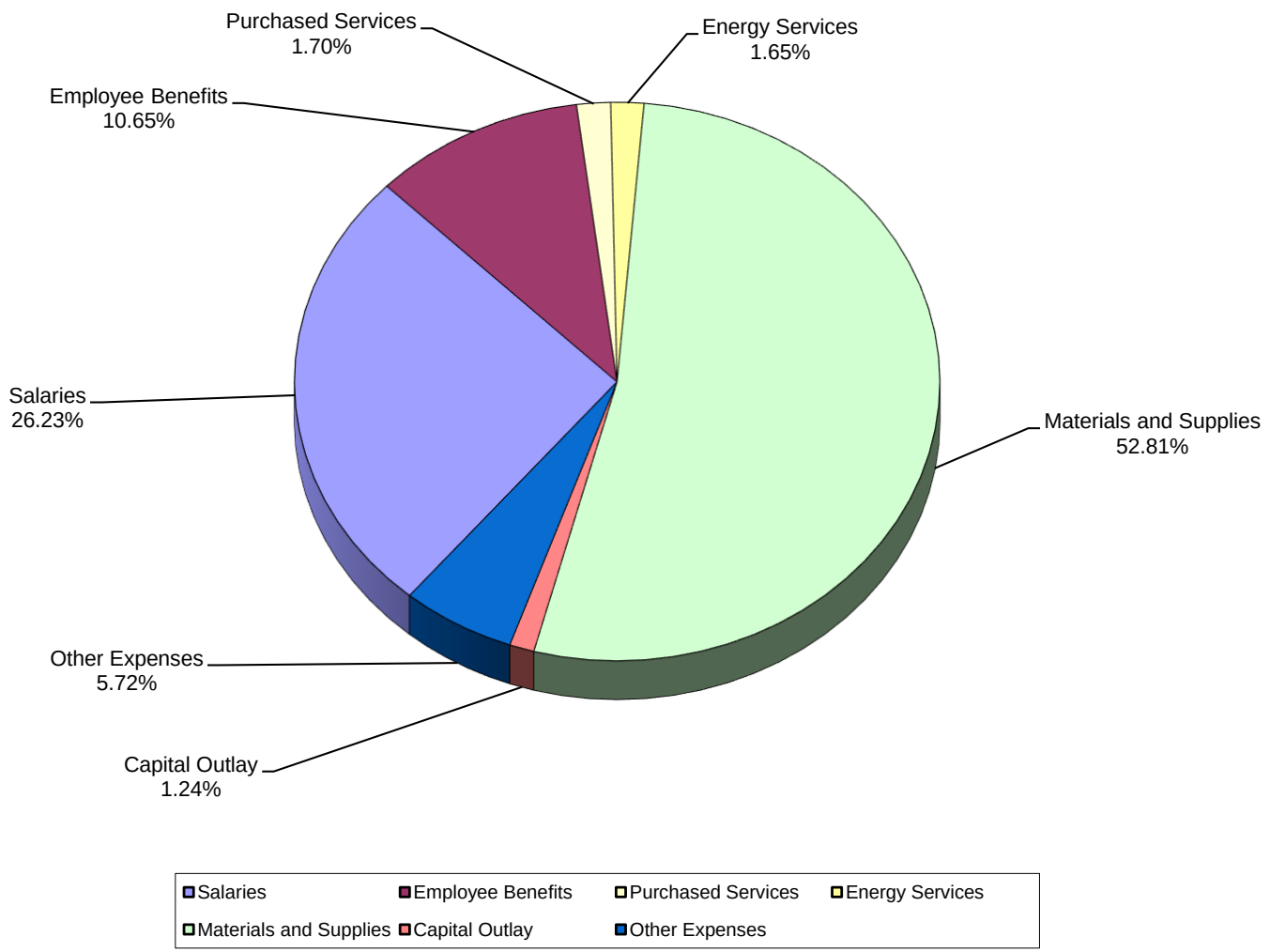
Expenditures by Object - Capital Projects Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Funds
For Month Ended April 30, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2023
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	$ -	$ -		$ -
School Lunch Reimbursement	16,380,000	16,881,503	15,271,614	1,609,889	90%	14,740,118
School Breakfast Reimbursement	5,670,000	5,777,885	5,664,355	113,530	98%	5,031,398
After-School Snack Reimbursement	213,066	223,353	105,027	118,326	47%	87,602
Child Care Food Program	1,081,500	1,081,500	1,090,456	(8,956)	101%	938,983
USDA Donated Commodities	2,213,190	2,213,190	-	2,213,190	0%	-
Cash n Lieu of Donated	75,000	75,000	75,822	(822)	101%	69,948
Summer Food Service Program	619,675	-	-	-		376,559
Other Food Service Revenue	-	1,229,451	1,229,451	-	100%	2,181,458
Total Federal Through State	26,252,431	27,481,882	23,436,725	4,045,157	85%	23,426,066
State:						
School Breakfast Supplement	150,000	150,000	72,507	77,493	48%	145,215
School Lunch Supplement	170,000	170,000	82,365	87,635	48%	164,895
Other Miscellaneous State	-	-	-	-		-
Total State	320,000	320,000	154,872	165,128	48%	310,110
Local:						
Interest on Investments	200,000	500,000	479,869	20,131	96%	436,645
Student Lunches	3,800,000	3,800,000	3,479,046	320,954	92%	3,149,138
Student Breakfasts	-	-	1	(1)		-
Adult Breakfast/Lunch	175,000	175,247	121,088	54,159	69%	99,139
Student/Adult Ala Carte	1,900,000	1,900,000	2,104,677	(204,677)	111%	1,620,315
Catering/Special	48,000	52,000	23,630	28,370	45%	18,449
Other Food Sales	-	-	41	(41)		-
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(71)	71		8,729
Sale of Junk	-	-	-	-		1,499
Other Miscellaneous Local Sources	130,000	130,000	131,033	(1,033)	101%	163,812
Refund of Prior Year Expense	-	-	-	-		694
Total Local	6,253,000	6,557,247	6,339,314	217,933	97%	5,498,420
Total Revenues	32,825,431	34,359,129	29,930,911	4,428,218	87%	29,234,596
EXPENDITURES						
Current:						
Salaries	8,896,508	8,896,508	8,035,794	860,714	90%	7,409,323
Employee Benefits	3,482,679	3,482,679	3,261,179	221,500	94%	2,719,686
Purchased Services	1,070,938	990,550	520,393	470,157	53%	545,896
Energy Services	635,000	639,030	505,987	133,043	79%	464,293
Materials and Supplies	18,681,173	19,023,372	16,178,690	2,844,682	85%	13,826,978
Capital Outlay	2,186,104	1,568,213	379,476	1,188,737	24%	830,822
Other Expenses	1,820,000	1,820,000	1,751,717	68,283	96%	1,614,886
Total Food Service	36,772,402	36,420,352	30,633,236	5,787,116	84%	27,411,884
Total Expenditures	36,772,402	36,420,352	30,633,236	5,787,116	84%	27,411,884
Net Change in Fund Balance	(3,946,971)	(2,061,223)	(702,325)	1,358,899		1,822,712
Fund Balance, Beginning	14,607,124	14,607,124	14,607,124	-		12,771,125
Fund Balance, Ending	$ 10,660,153	$ 12,545,901	$ 13,904,799	$ 1,358,899		$ 14,593,837

Expenditures by Object - Food Service Fund

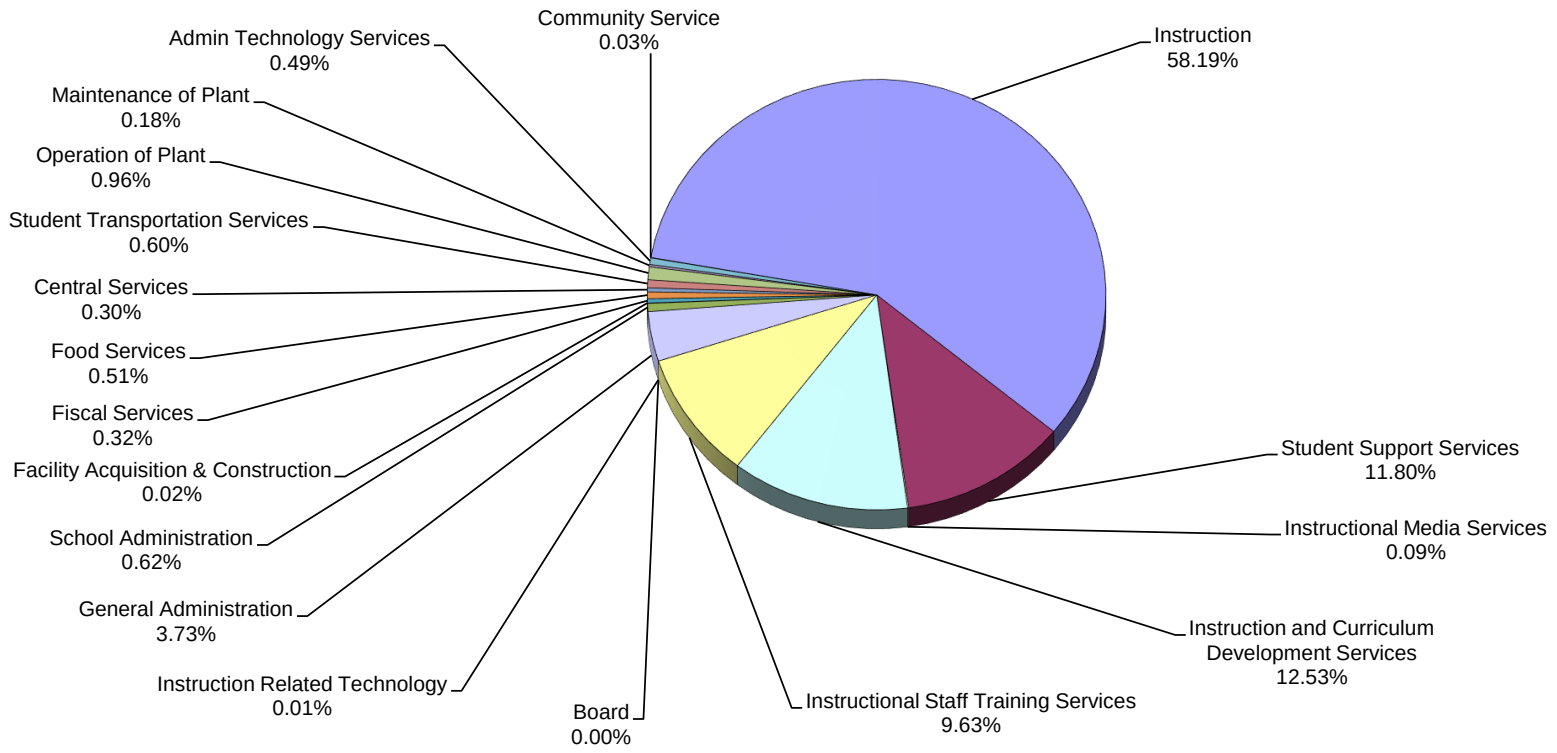


School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended April 30, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2023
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	$ -		$ -
Pell	-	1,800,237	1,803,720	(3,484)	100%	1,720,808
Miscellaneous Federal Direct	53,746	833,670	769,200	64,470	92%	587,879
Total Federal Direct	53,746	2,633,907	2,572,921	60,986	98%	2,308,687
Federal Through State:						
Career and Technical Education	-	947,929	533,095	414,834	56%	566,969
Teacher/Principal Training & Recruiting	-	1,656,475	1,173,950	482,525	71%	1,133,152
Adult Migrant Education	-	286,823	234,288	52,535	82%	263,338
Eng Lit and Civics Education	-	95,206	87,932	7,274	92%	187,083
Individuals with Disabilities Education Act	16,468,765	16,737,448	10,205,258	6,532,190	61%	9,736,229
Elementary and Secondary Education Act Title I	12,788,029	19,153,910	12,018,810	7,135,100	63%	12,799,209
Language Instruction Title III	-	1,271,952	927,352	344,600	73%	1,272,638
Adult General Education	-	617,662	606,616	11,046	98%	634,319
21st Century Schools - Title IV	-	1,375,870	977,035	398,835	71%	613,972
Educational Stabilization Funds - K-12	-	258,082	32,101,841	(31,843,759)	12439%	38,573,767
Educational Stabilization Funds - Workforce		-	182,967	(182,967)		1,630,709
Educational Stabilization Funds - VPK		-	86,748	(86,748)		11,759
Other Federal Through State	-	448,601	350,832	97,770	78%	1,389,549
Total Federal Through State	29,256,794	42,849,959	59,486,723	(16,636,764)	139%	68,812,693
Total Revenues	29,310,540	45,483,865	62,059,643	(16,575,778)	136%	71,121,380
EXPENDITURES						
Current:						
Instruction	15,676,647	28,545,735	34,995,593	(6,449,858)	123%	35,443,400
Student Support Services	1,589,670	(412,116)	7,099,288	(7,511,404)	-1723%	10,105,354
Instructional Media Services	-	(6,131)	52,000	(58,131)	-848%	-
Instruction and Curriculum Development Services	7,884,649	9,328,861	7,539,082	1,789,778	81%	6,567,968
Instructional Staff Training Services	3,198,449	5,886,719	5,791,608	95,111	98%	5,300,960
Board	-	(77)	1,000	(1,077)	-1307%	-
Instruction Related Technology	2,478	15,225	4,119	11,106	27%	61,525
General Administration	886,941	1,260,746	2,244,985	(984,239)	178%	2,960,796
School Administration	-	(71,795)	370,560	(442,354)	-516%	41,115
Facility Acquisition & Construction	-	(3,224)	14,000	(17,224)	-434%	-
Fiscal Services	-	(182,612)	191,458	(374,070)	-105%	102,163
Food Services	-	(45,111)	305,930	(351,041)	-678%	-
Central Services	20,000	95,101	182,137	(87,036)	192%	45,761
Student Transportation Services	51,705	(766,156)	360,029	(1,126,185)	-47%	257,822
Operation of Plant	-	8,896	575,965	(567,068)	6474%	247,576
Maintenance of Plant	-	(3,963)	106,451	(110,414)	-2686%	692
Admin Technology Services	-	(9,049)	293,636	(302,685)	-3245%	713,294
Community Services	-	(47,996)	17,205	(65,200)	-36%	2,460
Total Expenditures	29,310,540	43,593,056	60,145,047	(16,551,991)	138%	61,850,886
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	1,890,809	1,914,596	(23,787)		9,270,494
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	(1,290,809)	(1,314,596)	23,787	102%	(2,170,494)
To Internal Service Fund	-	(600,000)	(600,000)	-	100%	(7,100,000)
Total Other Financing Sources (Uses)	-	(1,890,809)	(1,914,596)	23,787		(9,270,494)
Net Change in Fund Balance	-	(0)	(0)	0		-
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ (0)	$ (0)	$ 0		$ -

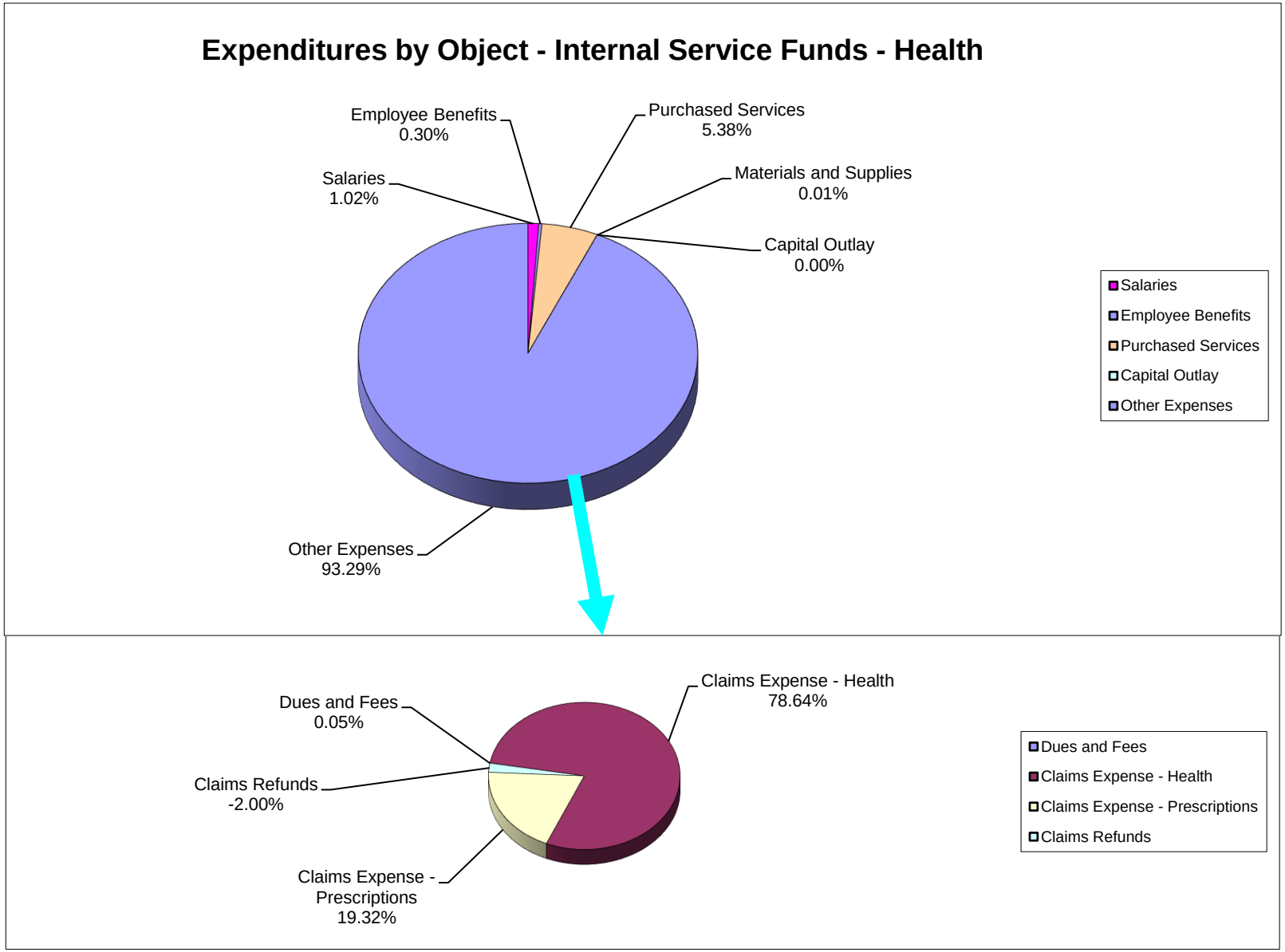
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function - Other Special Revenue Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Internal Service Funds - Health
For Month Ended April 30, 2024

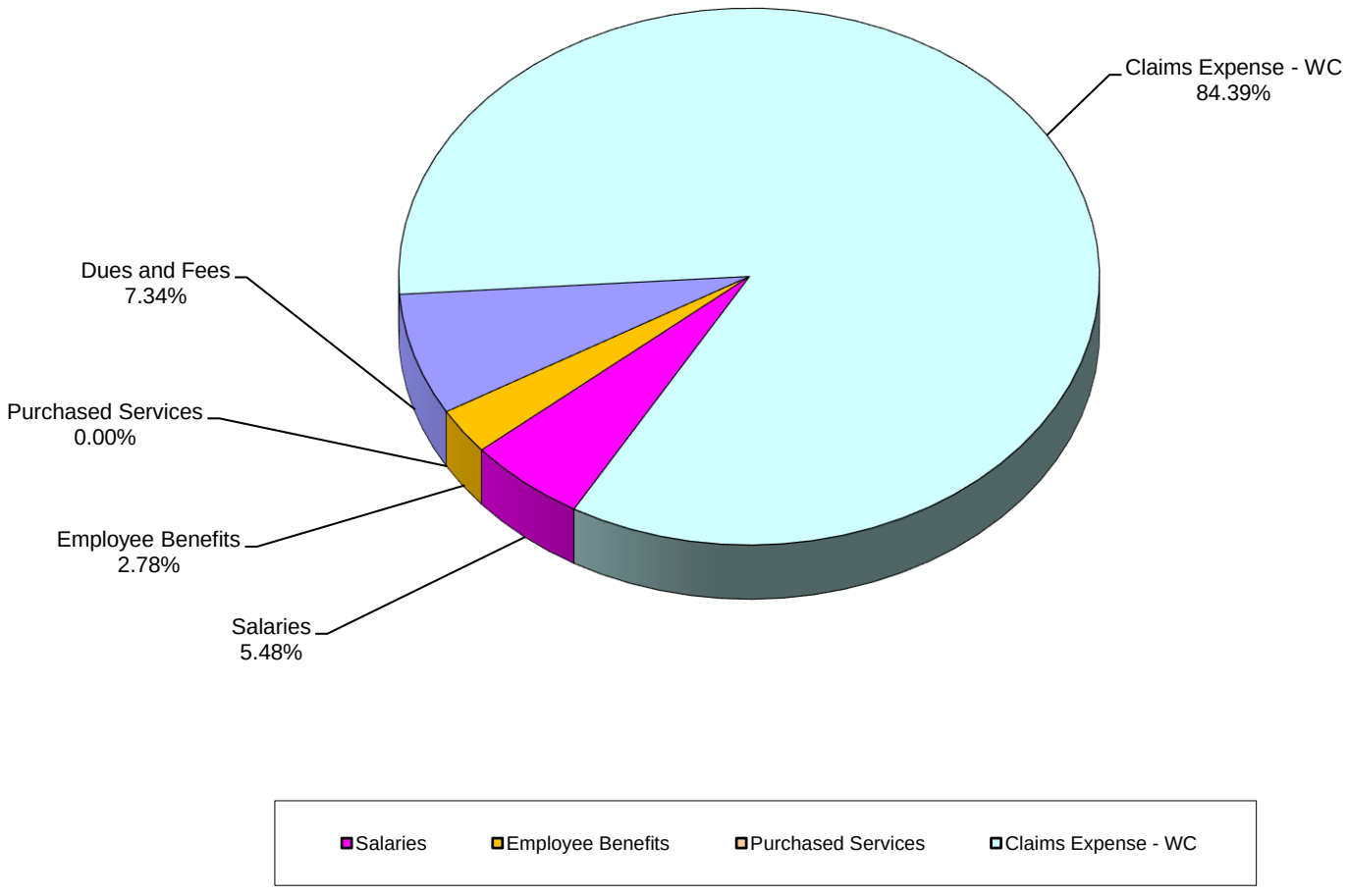
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2023
REVENUES						
Operating Revenues:						
Premium - Employer	$ 39,401,000	$ 39,401,000	$ 32,447,973	$ 6,953,027	82%	$ 28,853,503
Premium - Employee	13,391,000	13,391,000	10,885,039	2,505,961	81%	10,159,197
Premium - Retiree	1,450,000	1,450,000	1,079,139	370,861	74%	1,067,880
Premium - Leave/COBRA	400,000	400,000	318,279	81,721	80%	289,092
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	54,642,000	54,642,000	44,730,430	9,911,570	82%	40,369,672
Total Revenues	54,642,000	54,642,000	44,730,430	9,911,570	82%	40,369,672
EXPENDITURES						
Operating Expenditures:						
Salaries	614,638	614,638	495,939	118,699	81%	540,025
Employee Benefits	385,765	385,765	145,816	239,949	38%	144,929
Purchased Services	3,363,406	3,363,306	2,617,167	746,139	78%	2,553,081
Materials and Supplies	3,500	3,000	2,641	359	88%	2,392
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	22,000	22,600	21,970	630	97%	20,601
Subs for ATD	-	-	-	-		-
Claims Expense - Health	46,932,000	45,732,000	37,172,673	8,559,327	81%	38,586,007
Claims Expense - Prescriptions	9,186,581	10,986,581	9,130,343	1,856,239	83%	11,148,430
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	(1,000,000)	(1,000,000)	(943,743)	(56,257)	94%	(1,199,165)
Total Other Expenses	55,140,581	55,741,181	45,381,243	10,359,939	81%	48,555,873
.						
Total Expenditures	59,507,891	60,107,891	48,642,807	11,465,085	81%	51,796,300
Operating Income (Loss)	(4,865,891)	(5,465,891)	(3,912,377)	1,553,514		(11,426,628)
Transfers In:						
From General Fund	-	-	-			-
From Special Revenue	-	600,000	600,000	-		7,100,000
Total Transfers		600,000	600,000			7,100,000
Change in Net Position	(4,865,891)	(4,865,891)	(3,312,377)	1,553,514		(4,326,628)
Net Position, Beginning	12,870,340	12,870,340	12,870,340	-		8,444,558
Net Position, Ending	$ 8,004,449	$ 8,004,449	9,557,963	1,553,514		$ 4,117,930


Expenditures by Object - Internal Service Funds - Health
Employee Benefits
0.30%
Purchased Services
5.38%
Salaries
1.02%
Materials and Supplies
0.01%
Capital Outlay
0.00%
Other Expenses
93.29%
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Claims Expense - Health
78.64%
Dues and Fees
0.05%
Claims Refunds
-2.00%
Claims Expense -
Prescriptions
19.32%
Dues and Fees
Claims Expense - Health
Claims Expense - Prescriptions
Claims Refunds

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Internal Service Funds - Workers Compensation
For Month Ended April 30, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2023
REVENUES						
Operating Revenues:						
Premium - Employer	$ 3,200,000	$ 3,200,000	$ 3,375,092	$ (175,092)	105%	$ 2,506,977
Total Operating Revenues	3,200,000	3,200,000	3,375,092	(175,092)	105%	2,506,977
Total Revenues	3,200,000	3,200,000	3,375,092	(175,092)	105%	2,506,977
EXPENDITURES						
Operating Expenditures:						
Salaries	241,506	241,506	156,023	85,483	65%	139,141
Employee Benefits	90,402	90,402	79,004	11,398	87%	66,647
Purchased Services	-	-	-	-		-
Other Expenses:						
Dues and Fees	347,891	347,891	208,924	138,967	60%	279,112
Claims Expense - Workers' Comp	2,787,393	2,787,393	2,502,892	284,500	90%	1,897,850
Claims Refund	-	-	(101,986)	101,986		(17,544)
Total Other Expenses	3,135,284	3,135,284	2,609,830	525,453	83%	2,159,418
Total Expenditures	3,467,192	3,467,192	2,844,858	622,334	82%	2,365,206
Operating Income (Loss)	(267,192)	(267,192)	530,234	797,426		141,771
Change in Net Position	(267,192)	(267,192)	530,234	797,426		141,771
Net Position, Beginning	1,565,045	1,565,045	1,565,045	-		2,266,182
Net Position, Ending	$ 1,297,853	$ 1,297,853	$ 2,095,279	$ 797,426		$ 2,407,953

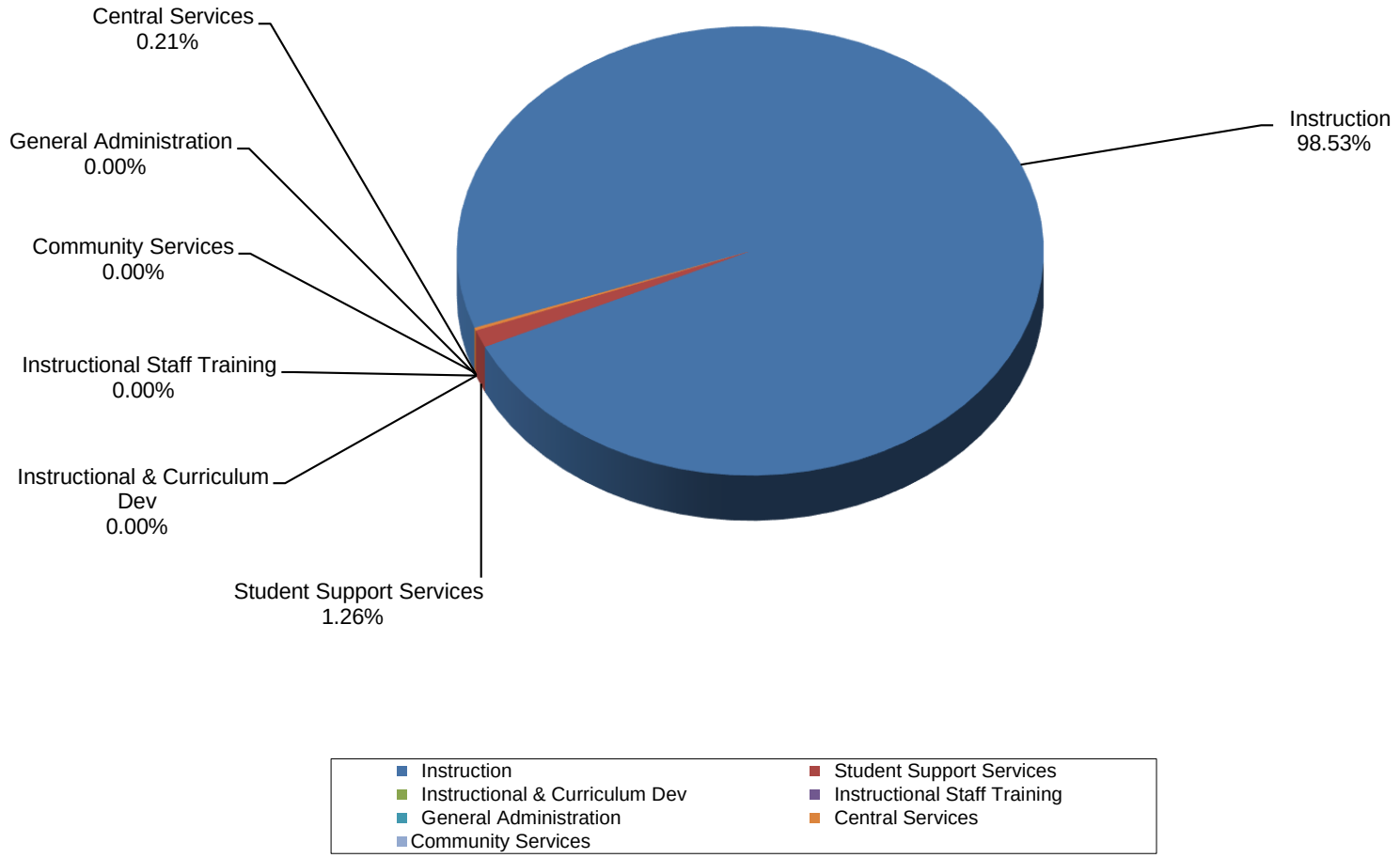
Expenditures by Object - Internal Service Funds
Workers Compensation



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Trust and Agency Funds
For Month Ended April 30, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2023
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 215,000	$ 215,000	$ 233,787	$ (18,787)	109%	$ 214,738
Total Federal Direct	215,000	215,000	233,787	(18,787)	109%	214,738
Local:						
Gifts, Grants, & Bequests	1,255	22,087	22,087	-	100%	41,834
Financial Aid Fees	226,340	337,600	436,820	(99,220)	129%	271,873
Other Student Fees	-	-	-	-		-
Other Miscellaneous Local Sources	250,100	289,309	307,679	(18,370)	106%	259,070
Total Local	477,695	648,996	766,585	(117,590)	118%	572,777
Total Revenues	692,695	863,996	1,000,372	(136,376)	116%	787,515
EXPENDITURES						
Instruction	1,756,034	1,921,503	657,023	1,264,480	34%	496,617
Student Support Services	6,567	12,773	8,422	4,351	66%	19,626
Instructional & Curriculum Dev	27,846	24,346	8	24,338	0%	1,024
Instructional Staff Training	-	-	-	-		-
General Administration	12,656	13,656	-	13,656	0%	2,022
Central Services	7,752	9,877	1,378	8,499	14%	2,531
Student Transportation Services	-	-	-	-		-
Admin. Technology Services	-	-	-	-		-
Community Services	3,500	3,500	-	3,500	0%	-
Total Expenditures	1,814,355	1,985,656	666,831	1,318,824	34%	521,820
Change in Net Position	(1,121,660)	(1,121,660)	333,540	1,455,201		265,695
Net Position, Beginning	1,121,660	1,121,660	1,121,660	0		945,156
Net Position, Ending	$ -	$ -	$ 1,455,201	$ 1,455,201		$ 1,210,851

Expenditures by Function - Trust and Agency Funds



AGENDA ITEM NO. 13.2

School Board of Manatee County
June 11, 2024 - Regular Board Meeting

Title
Year-to-Date Charter School Financial Statement Summary Through April 30, 2024

Executive Summary
Unaudited year-to-date financial statements of the Charter Schools are submitted to the District each month or quarter, depending on each school's reporting requirements. These reports are filed in the District's administrative offices and are available upon request.

The District reviews and summarizes the financial statements; however, cannot certify as to their accuracy. The summary data is provided for information only purposes. Each charter school's Board is responsible for the accuracy of the monthly financial statements submitted to the District.

Note: Annual financial audits are conducted by independent CPAs for each Charter school following the fiscal year end.

Contact
Submitting Department: Business Services
Initiated By: Cathy Miley

Attachments:
Charter Schools Financial Rpt Summary 2023-2024 - Consolidated 2024.04.pdf

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2023-24

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
2101 - Manatee School for the Arts & Sciences										
Fund Balance July 1, 2023	**$ 1,086,345.00**	**$ 1,086,345.00**	**$ 1,097,039.00**	**$ 1,097,039.00**	**$ 1,198,472.00**	**$ 1,198,472.00**	**$ 1,198,472.00**	**$ 1,198,472.00**	**$ 1,198,472.00**	**$ 1,198,472.00**
Revenue	86,450.00	205,647.00	312,893.00	423,240.00	570,961.00	682,731.00	799,949.00	879,330.00	956,020.00	1,061,719.00
Expense	(14,757.00)	(112,586.00)	(212,116.00)	(323,689.00)	(489,916.00)	(597,572.00)	(710,397.00)	(818,161.00)	(926,179.00)	(1,037,241.00)
Transfers		10,694.00								
Fund Balance, Ending	**$ 1,158,038.00**	**$ 1,190,100.00**	**$ 1,197,816.00**	**$ 1,196,590.00**	**$ 1,279,517.00**	**$ 1,283,631.00**	**$ 1,288,024.00**	**$ 1,259,641.00**	**$ 1,228,313.00**	**$ 1,222,950.00**
Unrestricted/Unassigned Fund Balance	$ 228,933.00	$ 232,451.00	$ 235,618.00	$ 237,379.00	$ 35,358.00	$ 34,090.00	$ 33,885.00	$ 37,666.00	$ 38,941.00	$ 39,815.00
2102 - Team Success*										
Fund Balance July 1, 2023			**$ 3,931,466.00**			**$ 3,931,434.00**			**$ 3,931,434.00**	
Revenue			3,070,880.00			$ 6,311,860.00			9,779,072.00	
Expense			(3,304,977.00)			(6,279,019.00)			(9,356,245.00)	
Transfers			(563,806.00)			(384,499.00)			(934,534.00)	
Fund Balance, Ending			**$ 3,133,563.00**			**$ 3,579,776.00**			**$ 3,419,727.00**	
Unrestricted/Unassigned Fund Balance			$ 3,133,563.00			$ 3,559,863.00			**$ 3,401,815.00**	
2104 - Manatee School for the Arts										
Fund Balance July 1, 2023	**$ 11,355,506.00**	**$ 11,355,506.00**	**$ 9,899,947.00**	**$ 9,899,947.00**	**$ 9,899,947.00**	**$ 9,899,947.00**	**$ 9,899,947.00**	**$ 9,899,947.00**	**$ 9,899,947.00**	**$ 9,899,947.00**
Revenue	1,438,257.00	3,100,732.00	5,687,266.00	7,525,569.00	10,135,297.00	11,854,386.00	13,502,026.00	$ 14,989,512.00	16,458,859.00	17,957,703.00
Expense	(1,432,000.00)	(3,313,971.00)	(5,257,989.00)	(7,095,172.00)	(8,835,289.00)	(10,581,940.00)	(12,246,078.00)	(13,979,635.00)	(15,659,857.00)	(17,481,226.00)
Transfers					(1,357,972.00)	(1,534,432.00)	(1,873,068.00)	(2,367,471.00)	(2,391,402.00)	(2,862,158.00)
Fund Balance, Ending	**$ 11,361,763.00**	**$ 11,142,267.00**	**$ 10,329,224.00**	**$ 10,330,344.00**	**$ 9,841,983.00**	**$ 9,637,961.00**	**$ 9,282,827.00**	**$ 8,542,353.00**	**$ 8,307,547.00**	**$ 7,514,266.00**
Unrestricted/Unassigned Fund Balance	$ 10,068,595.00	$ 9,164,443.00	$ 7,986,926.00	$ 7,655,634.00	$ 8,135,325.00	$ 7,931,303.00	$ 9,282,827.00	$ 8,542,353.00	$ 7,995,107.00	$ 7,514,265.00
2120 - Rowlett Middle Academy*						$ -				
Fund Balance July 1, 2023			**$ 410,611.00**			**$ 410,611.00**			**$ 410,611.00**	
Revenue			2,058,990.44			3,969,526.95			5,942,187.17	
Expense			(1,915,621.05)			(3,700,937.02)			(5,331,567.89)	
Transfers			(142,066.37)			(240,717.24)			(370,768.79)	
Fund Balance, Ending	**$ -**	**$ -**	**$ 411,914.02**	**$ -**	**$ -**	**$ 438,483.69**			**$ 650,461.49**	
Unrestricted/Unassigned Fund Balance			$ 405,749.02			$ 438,483.69			$ 644,296.49	
2121 - Manatee Charter School										
Fund Balance July 1, 2023	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**
Revenue	363,800.51	1,087,184.68	1,535,121.66	1,763,866.76	2,312,237.02	2,880,926.56	3,174,829.56	3,781,598.42	4,595,399.01	4,956,187.19
Expense	(279,319.18)	(797,409.11)	(1,181,584.81)	(1,306,611.93)	(1,778,018.92)	(2,256,367.83)	(2,550,270.83)	(3,067,449.06)	(3,757,723.66)	(4,028,921.21)
Transfers		(180,681.26)	(271,021.89)	(361,362.52)	(451,703.15)	(542,043.78)	(542,043.78)	(631,634.41)	(814,622.42)	(904,213.05)
Fund Balance, Ending	**$ 172,327.33**	**$ 196,940.31**	**$ 170,360.96**	**$ 183,738.31**	**$ 170,360.95**	**$ 170,360.95**	**$ 170,360.95**	**$ 170,360.95**	**$ 110,898.93**	**$ 110,898.93**
Unrestricted/Unassigned Fund Balance	$ 17,148.00	$ 44,808.00	**$ -**	$ 18,862.51	$ 5,485.15	$ -	$ -	$ -	$ -	$ -
2122 - Oasis Middle School										
Fund Balance July 1, 2023	**$ 131,607.00**	**$ 131,607.00**	**$ 93,607.00**	**$ (119,527.00)**	**$ (119,527.00)**	**$ (119,527.00)**	**$ (119,527.00)**	**$ (119,527.00)**	**$ (119,527.00)**	**$ (119,527.00)**
Revenue	52,773.00	91,690.00	118,924.00	150,842.00	271,509.00	332,452.00	431,946.00	500,385.00	584,862.00	643,940.00
Expense	(65,256.00)	(121,821.00)	(186,546.00)	(273,977.00)	(335,448.00)	(398,775.00)	(471,837.00)	(530,143.00)	(613,549.00)	(672,326.00)
Transfers										
Fund Balance, Ending	**$ 119,124.00**	**$ 101,476.00**	**$ 25,985.00**	**$ (242,662.00)**	**$ (183,466.00)**	**$ (185,850.00)**	**$ (159,418.00)**	**$ (149,285.00)**	**$ (148,214.00)**	**$ (147,913.00)**
Unrestricted/Unassigned Fund Balance	$ 119,124.00	$ 101,476.00	$ 25,985.00	$ (242,662.00)	$ (183,466.00)	$ (185,850.00)	$ (159,418.00)	$ (149,286.00)	$ (148,214.00)	$ (147,913.00)
2123 - Imagine Charter - North Manatee										
Fund Balance July 1, 2023	**$ 75,805.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**
Revenue	472,882.22	1,043,173.00	1,550,175.00	2,157,812.00	2,744,748.00	3,561,499.00	4,112,445.00	4,799,225.00	5,547,940.00	6,414,867.00
Expense	(307,136.64)	(987,762.00)	(1,666,220.00)	(2,309,536.00)	(3,203,749.00)	(3,706,167.00)	(4,279,314.00)	(4,865,433.00)	(5,429,519.00)	(6,051,358.00)
Transfers	(62,125.01)									
Fund Balance, Ending	**$ 179,425.57**	**$ 220,628.00**	**$ 49,172.00**	**$ 13,493.00**	**$ (293,784.00)**	**$ 20,549.00**	**$ (1,652.00)**	**$ 99,009.00**	**$ 283,638.00**	**$ 528,726.00**
Unrestricted/Unassigned Fund Balance	$ 179,425.57	$ 220,628.00	$ 49,172.00	$ 13,493.00	$ (293,784.00)	$ 20,549.00	$ (1,652.00)	$ 99,009.00	$ 283,638.00	$ 528,726.00
		Restated	Restated					revised by Charter 4-16-24		
2124 - Imagine Charter- Lakewood Ranch										
Fund Balance July 1, 2023	**$ 110,482.90**	**$ 11,407.00**	**$ 79,506.00**	**$ 79,506.00**	**$ 79,506.00**	**$ 79,506.00**	**$ 79,506.00**	**$ 79,506.00**	**$ 79,506.00**	**$ 79,506.00**
Revenue	366,249.64	905,146.41	1,558,395.00	2,148,960.00	2,580,665.00	3,112,513.00	3,468,299.00	3,977,756.00	4,596,057.00	5,268,904.00
Expense	(524,131.29)	(1,126,962.73)	(1,626,004.00)	(2,216,573.00)	(2,597,031.00)	(3,051,886.00)	(3,547,026.00)	(4,048,878.00)	(4,592,384.00)	(5,055,901.00)
Transfers	133,757.04	(11,233.68)								
Fund Balance, Ending	**$ 86,358.29**	**$ (221,643.00)**	**$ 11,897.00**	**$ 11,893.00**	**$ 63,140.00**	**$ 140,133.00**	**$ 779.00**	**$ 8,384.00**	**$ 83,179.00**	**$ 292,509.00**
Unrestricted/Unassigned Fund Balance	$ 3,697.61	$ (686,963.34)	$ 11,897.00	$ 11,893.00	$ 63,140.00	$ 140,133.00	$ 779.00	$ 8,384.00	$ 83,179.00	$ 292,509.00
		Charter school has not restated								
2131 - Palmetto Charter School*										
Fund Balance July 1, 2023			**$ 1,650,340.00**			**$ 1,650,340.00**			**$ 1,650,340.00**	
Revenue			1,055,126.28			2,295,334.10			3,498,347.17	
Expense			(863,619.26)			(1,870,686.63)			(2,970,325.36)	
Transfers										
Fund Balance, Ending			**$ 1,841,847.02**			**$ 2,074,987.47**			**$ 2,178,361.81**	
Unrestricted/Unassigned Fund Balance			$ 1,841,846.02			$ 2,074,987.47			$ 2,178,361.81	
2141 - State College of FL Collegiate School*										
Fund Balance July 1, 2023			**$ 2,381,293.00**			**$ 2,381,293.00**			**$ 2,381,293.00**	
Revenue			1,079,015.00			2,212,707.00			$ 3,274,671.00	
Expense			(581,748.00)			(1,722,264.00)			(2,782,928.00)	
Transfers										
Fund Balance, Ending			**$ 2,878,560.00**			**$ 2,871,736.00**			**$ 2,873,036.00**	
Unrestricted/Unassigned Fund Balance			$ 2,878,560.00			$ 2,847,055.00			$ 2,848,355.00	
2161 - Visible Men Academy										
Fund Balance July 1, 2023	**$ 240,269.72**	**$ 240,269.72**	**$ 240,269.72**	**$ 192,860.80**	**$ 192,860.80**	**$ 192,860.80**	**$ 192,860.80**	**$ 192,860.80**	**$ 192,860.80**	**$ 192,860.80**
Revenue	248,348.61	309,631.02	384,737.87	604,648.49	692,734.20	788,359.88	894,165.49	987,828.32	1,095,355.72	1,773,590.57
Expense	(141,601.68)	(276,957.93)	(398,083.62)	(533,077.51)	(682,833.93)	(822,293.28)	(975,583.53)	(1,171,475.25)	(1,289,392.66)	(1,845,157.14)
Transfers			3,744.00	7,471.00	11,207.00	14,990.00	36,445.00	40,897.00	45,352.00	49,807.00
Fund Balance, Ending	**$ 347,016.65**	**$ 272,942.81**	**$ 230,667.97**	**$ 271,902.78**	**$ 213,968.07**	**$ 173,917.40**	**$ 147,887.76**	**$ 50,110.87**	**$ 44,175.86**	**$ 171,101.23**
Unrestricted/Unassigned Fund Balance	$ 166,342.00	$ 253,648.49	$ 211,373.65	$ 252,608.46	$ 194,673.75	$ 154,623.08	$ 128,590.44	$ 30,816.55	$ 24,881.54	$ 151,806.91
2171 - Rowlett Academy for Arts - Elementary*										
Fund Balance July 1, 2023			**$ 2,194,968.00**			**$ 2,194,968.00**			**$ 2,194,968.00**	
Revenue			2,985,424.18			5,405,991.31			7,143,681.56	
Expense			(2,535,960.10)			(5,042,806.68)			(7,024,286.84)	
Transfers			(808,519.55)			(975,031.13)			(199,814.41)	
Fund Balance, Ending			**$ 1,835,912.53**			**$ 1,583,121.50**			**$ 2,114,548.31**	
Unrestricted/Unassigned Fund Balance			$ 1,812,982.53			$ 1,560,191.50			$ 2,091,618.31	
2181 - Parrish Charter Academy										
Fund Balance July 1, 2023	**$ 621,018.00**	**$ 621,017.00**	**$ 621,017.00**	**$ 621,017.00**	**$ 621,017.00**	**$ 621,017.00**	**$ 621,017.00**	**$ 621,017.00**	**$ 621,017.00**	**$ 621,017.00**
Revenue	478,235.00	1,127,372.00	1,764,673.00	2,418,410.00	3,533,165.00	4,181,957.00	4,810,160.00	5,425,273.00	6,043,082.00	6,707,682.00
Expense	(598,624.00)	(1,308,598.00)	(1,517,500.00)	(2,496,900.00)	(3,108,021.00)	(3,731,168.00)	(4,319,799.00)	(4,932,320.00)	(5,548,931.00)	(6,191,560.00)
Transfers	(709.00)	5,118.00	8,145.00	30,679.00	121,287.00	141,281.00	186,558.00	186,558.00	186,558.00	167,874.00
Fund Balance, Ending	**$ 499,920.00**	**$ 444,909.00**	**$ 876,335.00**	**$ 573,206.00**	**$ 1,167,448.00**	**$ 1,213,087.00**	**$ 1,297,936.00**	**$ 1,300,528.00**	**$ 1,301,726.00**	**$ 1,305,013.00**
Unrestricted/Unassigned Fund Balance	$ 499,919.00	$ 444,910.00	$ 871,335.00	$ 568,206.00	$ 1,162,448.00	$ 1,208,087.00	$ 1,292,936.00	$ 1,295,528.00	$ 1,296,726.00	$ 1,300,013.00
	restated	restated	restated							
2182 - Lakewood Ranch Preparatory Academy										
Fund Balance July 1, 2023	**$ 462,042.79**	**$ 462,042.79**	**$ 503,807.00**	**$ 503,806.79**	**$ 503,806.79**	**$ 503,806.79**	**$ 503,806.79**	**$ 503,806.79**	**$ 503,806.79**	**$ 503,806.79**
Revenue	652,959.83	1,939,319.92	4,246,117.98	5,481,470.82	7,145,004.89	8,797,754.35	10,170,281.45	11,398,590.75	12,807,157.48	14,081,845.03
Expense	(301,040.69)	(2,071,854.07)	(3,721,735.63)	(4,809,394.85)	(5,859,603.36)	(7,104,464.38)	(8,095,070.38)	(9,019,762.22)	(10,239,947.55)	(11,133,219.47)
Transfers			(473,478.12)	(631,303.80)	(1,234,497.30)	(1,615,007.07)	(1,996,928.17)	(2,516,880.93)	(2,761,704.92)	(3,143,120.34)
Fund Balance, Ending	**$ 813,961.93**	**$ 329,508.64**	**$ 554,711.23**	**$ 544,578.96**	**$ 554,711.02**	**$ 582,089.69**	**$ 582,089.69**	**$ 365,754.39**	**$ 309,311.80**	**$ 309,312.01**
Unrestricted/Unassigned Fund Balance	$ 40,647.00	$ 40,647.00	$ 554,711.02	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2192 Hola! At MSA										
Fund Balance July 1, 2023	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Revenue		416,641.00	770,216.00	1,082,521.00	1,354,611.00	1,933,064.00	2,206,313.00	2,283,358.00	3,152,797.00	3,631,396.00
Expense		(19,019.00)	(121,495.00)	(892,382.00)	(253,152.00)	(320,590.00)	(625,297.00)	(735,429.00)	(784,229.00)	(877,732.00)
Transfers							(145,127.00)	(146,127.00)	(146,127.00)	(148,546.00)
Fund Balance, Ending	**$ -**	**$ 397,622.00**	**$ 648,721.00**	**$ 190,139.00**	**$ 1,101,459.00**	**$ 1,612,474.00**	**$ 1,435,889.00**	**$ 1,401,802.00**	**$ 2,222,441.00**	**$ 2,605,118.00**
Unrestricted/Unassigned Fund Balance		$ 423,242.00	$ 582,537.00	$ 190,139.00	$ 994,480.00	$ 1,515,496.00	$ 1,435,889.00	$ 1,401,802.00	$ 2,222,441.00	$ 2,605,118.00

***Quarterly Reports/High Performing**

Missing Monthly/Quarterly Financial Data

NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to Florida Department of Education.