Agenda
School Board Regular Meeting and Public Hearing
Revised November 4, 2022

November 8, 2022
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. INVOCATION | Rev. Alethea Winston

3. PLEDGE OF ALLEGIANCE

4. INFORMATION ONLY (No Board Action Required)

1. Leaves for November 8, 2022
2. Year-to-Date Financial Statements Through September 30, 2022
3. Year-to-Date Charter School Financial Statement Summary Through September 30, 2022

5. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

1. Approval of the Minutes of the October 25, 2022 Exempt Shade Meeting and the October 25, 2022 Regular Meeting

7. RECOGNITIONS

1. Farm City Week
2. Holocaust Education Week 2022

8. REPORTS AND PRESENTATIONS

1. Construction Update

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 at the end of the section.

1. Approval of the New Agreement Between the School Board of Manatee County and Lorraine Road Dental Care for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
2. Approval of the New Agreement Between the School Board of Manatee County and Dental Care at Ward Lake for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
3. Approval of the New Agreement Between the School Board of Manatee County and West Coast-Southern Medical Services, Inc., for Clinical Experience for Manatee Technical College (MTC) EMT/Paramedic Students for the 2022-2025 School Years, No Financial Impact
4. Approval of the New Agreement Between the School Board of Manatee County and Creekwood Dental for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
5. Approval of the New Agreement Between the School Board of Manatee County and Lifetime Dentistry of Bradenton for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
6. Approval of the New Agreement Between the School Board of Manatee County and Keyzer Family Dentistry, PLLC, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
7. Approval of the New Agreement Between the School Board of Manatee County and Supreme Smiles of Sarasota, PL, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
8. Approval of the New Agreement Between the School Board of Manatee County and Bradenton Smiles Dentistry for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
9. Approval of the New Agreement Between the School Board of Manatee County and Comfortable Care Dental Group for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
10. Approval of the New Agreement Between the School Board of Manatee County and Wimauma Dental Care for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
11. Approval to Apply, Accept, and Expend the 2022-2023 PIPELINE Grant, in the Amount of $543,771.00
12. Approval to Apply, Accept and Expend the Title I, Part A, Amendment in the Amount of $1,082.552.00
13. Approval to Apply, Accept and Expend the Targeted Mathematics Grants and STEM Experiential Activities Project, in the Amount of $655,589.00
14. Approval of The School Improvement Plan Submitted by Visible Men Academy (VMA) for 2022-2023 School Year, No Financial Impact
15. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers
16. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes
17. Approval of the Revision and Reclassification of Specialist, Financial Aid Job Description
18. Approval of Matzke Transportation - Building #6 Office Renovations - Phase III -

Construction Documents from Fawley Bryant Architecture and the Guaranteed Maximum Price from Creative Contractors Inc., in the Amount of $100,447.25

19. Approval of Southeast High School - New Science Building - Phase III - Construction Documents from Rowe Architects and Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction - Amendment 3 - Guaranteed Maximum Price, in the Amount of $12,163,489.19
20. Approval of the Manatee and Palmetto High School - Football Field Turf Replacement - Agreement Between Owner and Osborn Engineering, in the Amount of $143,000.00
21. Approval of the Manatee and Palmetto High School - Football Field Turf Replacement - Agreement Between Owner and Jon F. Swift Construction - Preconstruction Services, in the Amount of $12,831.00
22. Approval of Southeast High School - Track & Resurfacing - Change Orders 1 and 2 - Agreement Between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction, Reduction in the Amount of $91,878.86
23. Approval of Manatee Technical College - Lift Improvements - Agreement Between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction - Guaranteed Maximum Price, in the Amount of $69,159.20
24. Approval Purchase Nearpod District Licenses, SDMC No. 23-0032-BS, Continued Procurement with Vendor, Estimated in the Amount of $150,000.00
25. Approval of the Bid for Scoreboard Repair Services, SDMC No. 23-0081-MR, Continued Procurement for Services, Estimated in the Amount of $250,000.00
26. Approval of the Bid for Painting Services, SDMC No. 23-0077-MR, Continued Procurement for Services, Estimated in the Amount of $3,000,000.00 Annually
27. Approval of the Proposal Internal Connections District Erate Equipment SDMC No. 23-0074-RG, in the Amount of $478,634.83
28. Approval to Renew Purchase of Microsoft Unified Enterprise Support Services, SDMC No. 23-0088-RG, Not to Exceed $70,000.00
29. Approval of the Use of the School Board of Brevard County Bid on Print & Non-Print Materials & Related Ancillary Items & Services, SDMC No. 23-0087-BS, Estimated in the Amount of $200,000.00 Per Fiscal Year
30. Approval of the Agreement with Enterprise Fleet Management to Lease White Fleet Vehicles and Auction District Purchased Vehicles, SDMC No. 23-0083-RG, Estimated Annual Net Expense of $236,321.80
31. Approval for Parrish Community High School Girls Basketball Team to Participate in the Allstate Sugar Bowl National Prep Basketball Classic in Westwego, Louisiana on January 4-8, 2023, No Financial Impact
32. Approval of the District Educational Facilities Work Plan, No Financial Impact
33. Approval to Purchase Smart Horizon Online High School Subscription, SDMC 23-0089-BS, Continued Procurement with Vendor, Estimated in the Amount of $150,000.00

10. PUBLIC HEARING

1. Public Hearing for Consideration to Adopt the School District of Manatee County 2022-2026 Strategic Plan
2. Approval to Adopt the School District of Manatee County 2022-2026 Strategic Plan

11. PUBLIC COMMENTS AND RESPONSES (UP TO 60 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.

12. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13. NEW BUSINESS (NON-CONSENT ITEMS/SUPERINTENDENT RECOMMENDATION)

1. Approval of the Budget Amendments for September 2022
2. Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on December 13, 2022
3. Approval of the Revision of the Speech and Language Pathologist Job Description

14. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of the Board's Legal Firm Evaluation for the Period of 2021-2022
2. Approval of Travel Expense Associated with the School Board Member's Attendance at the Florida School Finance Officers Association (FSFOA) November 2022 Conference, November 13 - November 17, 2022, at the Caribe Royale, Orlando, FL, Not to Exceed $1,400.00
3. Approval of Citizens' Financial Oversight Committee (CFOC) Member

15. WORKSHOP ITEM REQUESTS

16. CONTINUED PUBLIC COMMENT (IF NECESSARY)

17. UPDATES
A. Legal Department Update
B. Operations Update and Safety & Security Update

18. SUPERINTENDENT REMARKS

19. BOARD COMMENTS

20. ADJOURNMENT

AGENDA ITEM NO. 4.1

School Board of Manatee County
November 8, 2022 - Regular Board Meeting

Title
Leaves for November 8, 2022

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

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
LOA November 8, 2022

Board Leaves 11/8/22

Employee ID	Name	Type of Leave	Department	Absence Period
113867	AC	FMLA	Witt Elementary School	2022-10-21 To 2023-02-28
243526	AC	FMLA	Palmetto Elementary School	2022-10-24 To 2023-02-07
240624	JD	FMLA	Palmetto Elementary School	2022-10-24 To 2023-03-07
305904	IE	MATERNITY	Kinnan Elementary School	2022-10-04 To 2022-11-18
212717	TG	SICK LEAVE	Transportation	2022-09-20 To 2022-12-22
212412	JM	FMLA	Johnson K-8 School of Int	2022-08-02 To 2022-12-22
238930	JN	FMLA	Manatee Elementary School	2022-09-26 To 2022-10-28
300106	CS	FMLA	Palmetto High School	2022-10-10 To 2022-11-08
30031	SS	FMLA	Buffalo Creek Middle School	2022-10-04 To 2022-11-04
306590	JS	SICK LEAVE	Information Technology	2022-10-05 To 2022-11-17
28269	MS	FMLA	Tillman Elementary School	2022-09-22 To 2022-12-22

Rev. 10/25/22

AGENDA ITEM NO. 4.2

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Year-to-Date Financial Statements Through September 30, 2022

Executive Summary
SBE Rule 6A-1.009, Florida Administrative Code, requires financial statements to be submitted to the Board at least monthly.

General Fund - Expenditures exceeded revenues and transfers by approximately $53.5 million through the month of September 2022. Revenues have increased 4.9% and expenditures increased 5.7% over September 2021.

The beginning unassigned fund balance as of July 1, 2022, was $31.4 million. The District's unassigned fund balance is projected to be a positive $30.2 million by June 30, 2023.

Capital Project Funds - Expenditures exceeded revenues by $17.7 million through the month of September 2022. The expenses are in line with the amounts budgeted for ongoing Capital Projects. The majority of the capital mileage revenue will be received in December 2022 and January 2023.

Food Service Funds - Expenditures exceeded revenues by $353,160 through the month of September 2022. The increase in expenditures is due to the additional materials and supplies for the beginning of the year.

Internal Service Funds - Expenditures exceeded revenues by $4.6 million through the month of September 2022.

Health Insurance Fund - Expenses exceeded revenues by approximately $4.6 million for the month of September, resulting in an ending net position of $3.8 million at the end of September 2022.

Workers Compensation Fund - Revenues exceeded expenditures by approximately $63,033 for the month of September, resulting in an ending net position of $2.3 million at the end of September 2022. Expenditures are in line with prior year claims and amounts budgeted through September 2022.

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
FS Sept 2022
Bank Rec Certification - September 2022

THE SCHOOL DISTRICT OF MANATEE COUNTY

YEAR TO DATE FINANCIAL REPORT

THROUGH THE

PERIOD ENDING SEPTEMBER 30, 2022

(UNAUDITED)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
September 30, 2022

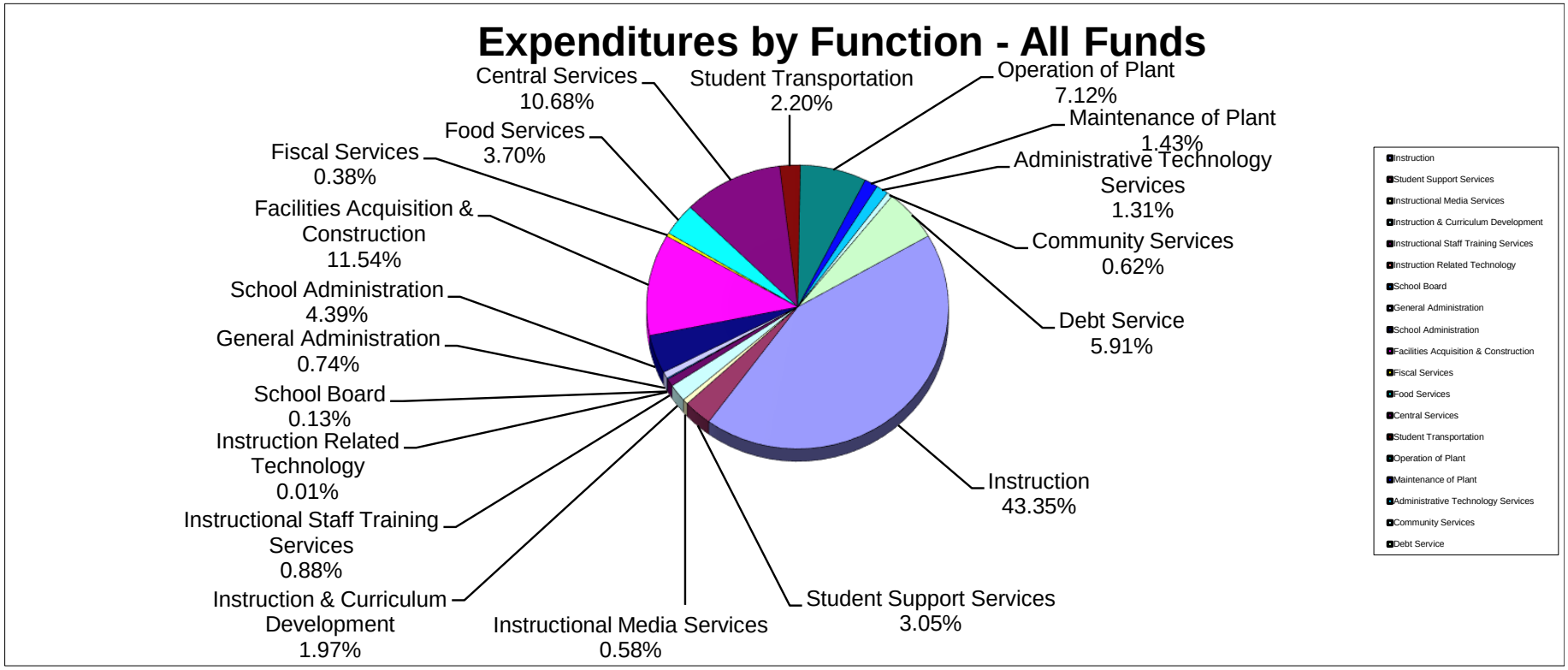
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total September 2022	Total September 2021
Assets									
Current Assets									
Cash	$ 11,801,135	$ 12,147,670	$ 106,671,803	$ 10,422,511	$ -	$ 19,786,753	$ 1,096,725	$ 161,926,597	$ 166,560,485
Taxes Receivable	-	-	-	-	-	-	-	$ -	$ -
Accounts Receivable	1,734,308	-	-	-	398	16,764	56,049	1,807,519	1,609,260
Due From/(To)	4,468,043	(296,925)	-	-	(4,171,118)	-		-	-
Inventory	683,269	-	-	434,766		-	-	1,118,035	1,165,178
Investments		44,567	-	-	-	-	-	44,567	53,101
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	2,177,757	-	2,604,526	2,315,508	6,943,350	-	51,167	14,092,308	20,677,147
Total Assets	**$ 20,864,512**	**$ 11,895,312**	**$ 109,276,329**	**$ 13,172,785**	**$ 2,772,630**	**$ 19,803,517**	**$ 1,203,941**	**$ 178,989,026**	**$ 190,065,171**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	14,317,152	-	-	-	-	-	-	14,317,152	12,400,715
Payroll Deductions & WH	8,864,727	-	-	-	-	-	-	8,864,727	-
Accounts Payable	778,195	-	478,251	545,584	761,752	623,142	1,459	3,188,383	12,247,025
Construction Payable	-	-	1,284,026	-	-	-	-	1,284,026	138,410
Retainage Payable	6,901	-	-	-	-	-	-	6,901	1,465,890
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	325	-	-	-	-	-	-	325	-
Estimated Unpaid Claims	-	-	-	-	-	13,035,286	-	13,035,286	9,968,847
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	-	-	-	-	-	-	-	-	50,000,000
Unearned Revenue		-	-	-	-	-	-	-	8,999
Deferred Revenue	(6,945)	-	1,563	209,236	2,010,878	-	-	2,214,732	-
Total Liabilities	23,960,355	-	1,763,840	754,820	2,772,630	13,658,428	1,459	42,911,532	86,229,886
Fund Balances									
Revenues Over (Under) Expenditures	(53,484,179)	6,043	(17,733,495)	(353,160)	-	(4,565,651)	257,326	(75,873,116)	(65,764,711)
Nonspendable									
Inventories	691,636	-	-	434,766	-	-	-	1,126,402	1,243,659
Restricted									
State Required Carryover	836,354	-	-	-	-	-	-	836,354	1,053,168
Food Services	-	-	-	12,336,359	-	-	-	12,336,359	6,535,010
Debt Service	-	11,889,269	-	-	-	-	-	11,889,269	12,202,979
Capital Projects	-	-	125,245,984	-	-	-	-	125,245,984	93,921,482
Other Purposes	6,105,020	-	-	-	-	10,710,740	945,156	17,760,916	25,966,496
Assigned									
Encumbrances	1,192,246	-	-	-	-	-	-	1,192,246	1,066,290
School and Local Programs	5,298,852	-	-	-	-	-	-	5,298,852	3,851,264
Unassigned	36,264,228	-	-	-	-	-	-	36,264,228	23,759,648
Total Fund Balances	(3,095,843)	11,895,312	107,512,489	12,417,965	-	6,145,089	1,202,482	136,077,494	103,835,285
Total Liabilities & Fund Balances	**$ 20,864,512**	**$ 11,895,312**	**$ 109,276,329**	**$ 13,172,785**	**$ 2,772,630**	**$ 19,803,517**	**$ 1,203,941**	**$ 178,989,026**	**$ 190,065,171**

*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 September 30, 2022

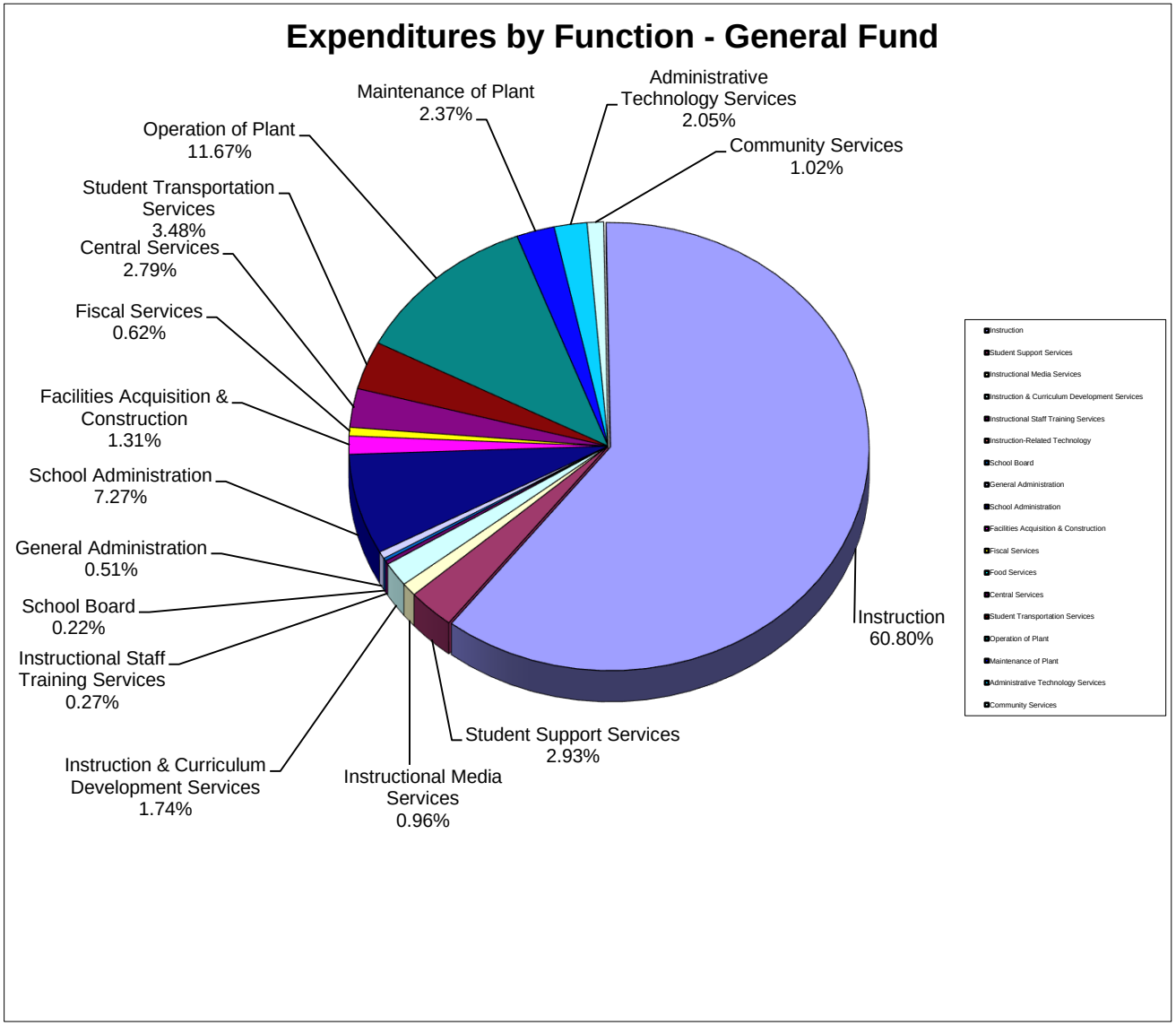
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total September 2022	Total September 2021
REVENUES									
Federal Direct	$ 93,019	$ 474,310	$ -	$ -	$ 550,344	$ -	$ 110,118	$ 1,227,791	$ 1,142,489
Federal Through State	336,714	-	-	5,396,909	20,996,284	-	-	26,729,907	23,069,129
State	44,877,153	-	4,114,284	-	-	-	-	48,991,437	47,657,002
Local	6,652,947	34,713	12,369,703	997,202	-	8,822,652	295,747	29,172,964	29,736,623
Total Revenues	51,959,833	509,023	16,483,987	6,394,111	21,546,628	8,822,652	405,865	106,122,099	101,605,243
EXPENDITURES									
Instruction	66,863,332	-	-	-	11,955,877	-	146,461	78,965,670	71,131,030
Student Support Services	3,226,277	-	-	-	2,322,448	-	387	5,549,112	5,614,266
Instructional Media Services	1,057,748	-	-	-	-	-	1,631	1,059,379	1,017,577
Instruction & Curriculum Development	1,909,914	-	-	-	1,682,283	-	60	3,592,257	3,269,687
Instructional Staff Training Services	298,894	-	-	-	1,297,652	-	-	1,596,546	1,594,104
Instruction Related Technology	-	-	-	-	18,464	-	-	18,464	27,148
School Board	238,922	-	-	-	-	-	-	238,922	214,156
General Administration	561,384	-	-	-	794,979	-	-	1,356,363	772,779
School Administration	7,993,698	-	-	-	10,000	-	-	8,003,698	7,735,046
Facilities Acquisition & Construction	1,436,151	-	19,586,937	-	-	-	-	21,023,088	21,453,077
Fiscal Services	677,618	-	-	-	23,155	-	-	700,773	682,104
Food Services	-	-	-	6,747,271	-	-	-	6,747,271	6,163,976
Central Services	3,068,947	-	-	-	200	16,388,303	-	19,457,450	17,535,108
Student Transportation	3,826,511	-	-	-	177,281	-	-	4,003,792	3,477,853
Operation of Plant	12,834,801	-	-	-	134,825	-	-	12,969,626	11,182,811
Maintenance of Plant	2,607,335	-	-	-	692	-	-	2,608,027	2,234,713
Administrative Technology Services	2,253,414	-	-	-	128,772	-	-	2,382,186	2,095,610
Community Services	1,124,777	-	-	-	-	-	-	1,124,777	1,019,615
Debt Service	-	10,550,980	218,696	-	-	-	-	10,769,676	10,149,294
Total Expenditures	109,979,723	10,550,980	19,805,633	6,747,271	18,546,628	16,388,303	148,539	182,167,077	167,369,954
Excess (Deficiency) of Revenue Over (Under) Expenditures	(58,019,890)	(10,041,957)	(3,321,646)	(353,160)	3,000,000	(7,565,651)	257,326	(76,044,978)	(65,764,711)
Other Financing Sources (Uses)									
Other Financing Sources	-	-	171,862	-	-	-	-	171,862	-
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	4,535,711	10,048,000	-	-	-	3,000,000	-	17,583,711	22,531,332
Transfers Out	-	-	(14,583,711)	-	(3,000,000)	-	-	(17,583,711)	(22,531,332)
Total Other Financing Sources (Uses)	4,535,711	10,048,000	(14,411,849)	-	(3,000,000)	3,000,000	-	171,862	-
Net Change in Fund Balance	(53,484,179)	6,043	(17,733,495)	(353,160)	-	(4,565,651)	257,326	(75,873,116)	(65,764,711)
Fund Balances, Beginning	50,388,336	11,889,269	125,245,984	12,771,125	-	10,710,740	945,156	211,950,610	169,599,996
Fund Balances, Ending	$ (3,095,843)	$ 11,895,312	$ 107,512,489	$ 12,417,965	$ -	$ 6,145,089	$ 1,202,482	$ 136,077,494	$ 103,835,285

*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.


Expenditures by Function - All Funds
Central Services 10.68%
Student Transportation 2.20%
Operation of Plant 7.12%
Maintenance of Plant 1.43%
Administrative Technology Services 1.31%
Community Services 0.62%
Debt Service 5.91%
Instruction 43.35%
Student Support Services 3.05%
Instructional Media Services 0.58%
Instruction & Curriculum Development 1.97%
Instructional Staff Training Services 0.88%
Instruction Related Technology 0.01%
School Board 0.13%
General Administration 0.74%
School Administration 4.39%
Facilities Acquisition & Construction 11.54%
Fiscal Services 0.38%
Food Services 3.70%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development
Instructional Staff Training Services
Instruction Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services
Debt Service

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ended September 30, 2022

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual September 2021
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 673,800	$ 673,800	$ 93,019	$ (580,781)	14%	$ 24,379
Miscellaneous Federal Direct	4,395	4,395	-	(4,395)	0%	29,394
Total Federal Direct	678,195	678,195	93,019	(585,176)	14%	53,773
Federal Through State:						
Vocational Education Act	-	22,000	2,663	(19,337)	12%	-
Medicaid	1,300,000	1,300,000	55,536	(1,244,464)	4%	14,232
Individuals with Disabilities	-	100,000	24,259	(75,741)	24%	-
Educational Stabilization K-12	-	-	247,500	247,500		(10,990)
Educational Stabilization VPK	-	-	-	-		-
Miscellaneous Federal Through State	-	1,169,083	6,756	(1,162,327)	1%	-
Total Federal Through State	1,300,000	2,591,083	336,714	(2,254,369)	13%	3,242
State:						
Florida Education Finance Program (FEFP)	138,320,516	138,320,516	29,343,067	(108,977,449)	21%	28,707,808
Workforce Development	9,687,398	9,687,398	2,421,852	(7,265,546)	25%	2,366,358
Workforce Education Performance Incentive	355,000	355,000	-	(355,000)	0%	-
CO&DS Withheld for Administrative Expenditures	28,000	28,000	-	(28,000)	0%	-
State License Tax	340,481	340,481	11,314	(329,167)	3%	10,481
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	50,982,207	50,982,207	12,745,551	(38,236,656)	25%	12,383,706
Florida School Recognition Funds	-	-	-	-		-
Voluntary Prekindergarten Program	1,850,000	1,850,000	242,572	(1,607,428)	13%	171,449
Other Miscellaneous State Revenue	50,240	168,876	112,797	(56,079)	67%	324,000
Total State	201,613,842	201,732,478	44,877,153	(156,855,325)	22%	43,963,802
Local:						
District School Taxes	289,112,841	289,112,841	89,400	(289,023,441)	0%	98,894
Lease Revenue	100,000	100,000	31,181	(68,819)	31%	16,925
Interest on Investments	375,825	835,246	835,246	-	100%	39,414
Student and Adult a la Carte	-	-	-	-		11,321
Catering/Specials	-	-	-	-		21
Net Increase (Decrease) in Fair Value	-	(104,175)	(320)	103,855	0%	(15,928)
Gifts, Grants and Bequests	-	1,250	1,250	-	100%	950
Vending Sales	-	-	-	-		197
Student Fees:						
Adult Gen Ed Course Fees	-	45,000	46,380	1,380	103%	17,033
Post Secondary Vocational Ed Course Fees	3,066,324	2,050,076	1,104,089	(945,987)	54%	1,485,067
Continuing Workforce Education Course Fees	175,000	143,113	17,940	(125,173)	13%	31,953
Capital Improvement Fees	128,130	128,130	89,661	(38,469)	70%	94,965
Post Secondary Lab Fees	-	971,248	609,707	(361,541)	63%	682,588
Lifelong Learning Fees	-	1,370	1,370	-	100%	720
GED Testing Fees	-	1,568	1,568	-	100%	2,531
Other Student Fees	662,401	686,744	363,881	(322,863)	53%	396,985
Other Fees:						
Preschool Program Fees	-	700,000	124,580	(575,420)	18%	90,209
School Age Child Care Fees	6,450,000	5,750,000	1,387,813	(4,362,187)	24%	1,232,125
Other Schools, Courses and Classes Fees	10,000	11,835	2,860	(8,975)	24%	2,752
Miscellaneous Local:						
Bus Fees	38,600	67,498	67,498	-	100%	865
Transportation Services Rendered for School Activ	65,900	65,900	26,023	(39,877)	39%	18,791
Sale of Junk	100,000	98,921	21,208	(77,713)	21%	28,286
Receipt of Federal Indirect Cost Rate	2,000,000	2,000,000	795,493	(1,204,507)	40%	228,510
Other Miscellaneous Local Sources	2,260,088	2,370,088	869,449	(1,500,639)	37%	692,240
Refund of Prior Year's Expenditures	-	(225,854)	(225,854)	-	100%	-
Collections for Lost, Damaged and Sold Textbooks	-	121	121	-	100%	9,500
Receipt of Food Service Indirect Costs	1,667,800	1,667,800	392,403	(1,275,397)	24%	362,428
Total Local	306,212,909	306,478,720	6,652,947	(299,825,773)	2%	5,529,342
Total Revenues	509,804,946	511,480,476	51,959,833	(459,520,643)	10%	49,550,159
Expenditures (by Function)						
Current:						
Instruction	367,405,153	367,976,500	66,863,332	301,113,168	18%	63,954,497
Student Support Services	15,896,764	15,970,648	3,226,277	12,744,371	20%	3,572,645
Instructional Media Services	5,284,197	5,289,197	1,057,748	4,231,449	20%	1,015,617
Instruction & Curriculum Development Services	8,181,351	8,197,944	1,909,914	6,288,030	23%	1,820,004
Instructional Staff Training Services	1,167,629	1,295,206	298,894	996,312	23%	467,703
Instruction-Related Technology	572	572	-	572	0%	7,488
School Board	1,541,404	1,541,404	238,922	1,302,482	16%	214,156
General Administration	3,024,859	3,009,104	561,384	2,447,720	19%	544,560
School Administration	35,202,370	34,963,558	7,993,698	26,969,860	23%	7,735,046
Facilities Acquisition & Construction	5,465,344	5,665,397	1,436,151	4,229,246	25%	1,251,460
Fiscal Services	3,612,464	3,644,464	677,618	2,966,846	19%	664,810
Food Services	-	-	-	-		43,654
Central Services	13,047,769	13,108,945	3,068,947	10,039,998	23%	2,858,948
Student Transportation Services	18,988,802	20,139,017	3,826,511	16,312,506	19%	3,475,926
Operation of Plant	43,950,215	44,027,235	12,834,801	31,192,434	29%	11,059,432
Maintenance of Plant	10,202,211	10,202,419	2,607,335	7,595,084	26%	2,234,713
Administrative Technology Services	8,526,490	8,527,984	2,253,414	6,274,570	26%	2,086,522
Community Services	5,834,737	7,518,592	1,124,777	6,393,815	15%	1,019,615
Debt Service	65,500	65,500	-	65,500	0%	-
Total Expenditures	547,397,831	551,143,686	109,979,723	441,163,963	20%	104,026,796
Excess (Deficiency) of Revenues Over (Under) Expenditures	(37,592,885)	(39,663,210)	(58,019,890)	(18,356,680)		(54,476,637)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	19,264,266	19,464,319	4,535,711	(14,928,608)	23%	6,419,006
From Special Revenue Funds	-	0	0	0		3,105,622
Transfers Out:						
To Capital Project Funds	-	-	-	-		-
Total Other Financing Sources (Uses)	19,264,266	19,464,319	4,535,711	(14,928,608)	23%	9,524,628
Net Change in Fund Balance	(18,328,619)	(20,198,891)	(53,484,179)	(33,285,288)		(44,952,009)
Fund Balance, Beginning	50,388,336	50,388,336	50,388,336	-		42,260,186
Nonspendable	691,636	-		-		-
Restricted	-	-		-		-
Assigned	-	-		-		-
Unassigned	31,368,081	30,189,445		-		-
Fund Balance, Ending	$ 32,059,717	$ 30,189,445	$ (3,095,843)	$ (33,285,288)		$ (2,691,823)


Expenditures by Function - General Fund
Maintenance of Plant 2.37%
Administrative Technology Services 2.05%
Operation of Plant 11.67%
Community Services 1.02%
Student Transportation Services 3.48%
Central Services 2.79%
Fiscal Services 0.62%
Facilities Acquisition & Construction 1.31%
School Administration 7.27%
General Administration 0.51%
School Board 0.22%
Instructional Staff Training Services 0.27%
Instruction & Curriculum Development Services 1.74%
Instructional Media Services 0.96%
Student Support Services 2.93%
Instruction 60.80%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development Services
Instructional Staff Training Services
Instruction-Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation Services
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services

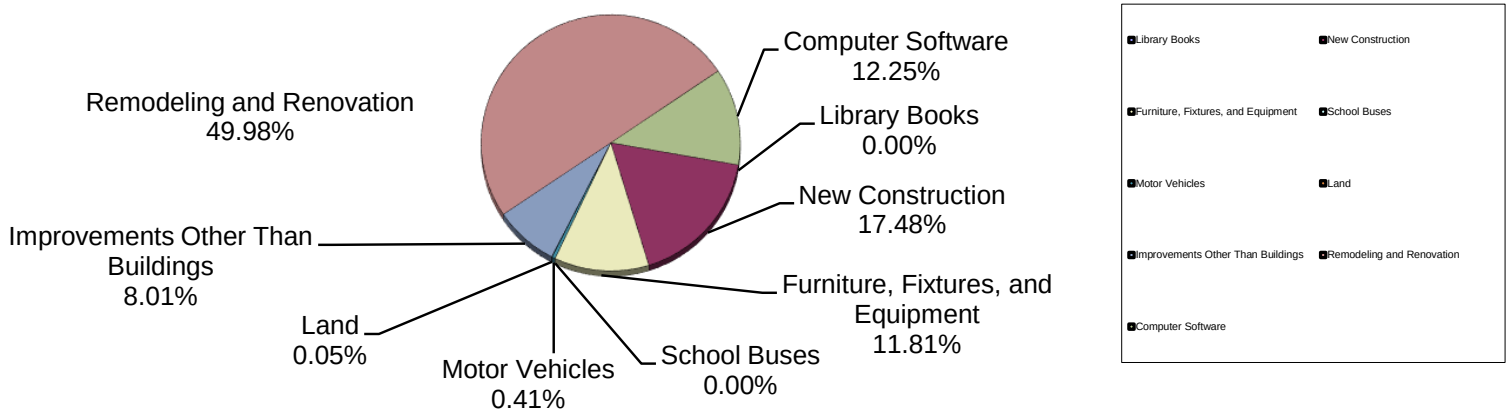
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended September 30, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual September 2021
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ 474,310	$ (531,650)	47%	$ -
Total Federal Direct	1,005,960	1,005,960	474,310	(531,650)		-
State:						
CO&DS Withheld for Bonds	415,740	415,740	-	(415,740)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	415,740	415,740	-	(415,740)	0%	-
Local:						
Interest on Investments	-	221,900	221,900	-	100%	199,255
Net Increase (Decrease) in the Fair Value	220,000	57	(187,187)	(187,244)	-328398%	(196,946)
Total Local	220,000	221,957	34,713	(187,244)	16%	2,309
Total Revenues	1,641,700	1,643,657	509,023	(1,134,634)	31%	2,309
EXPENDITURES						
Current:						
Redemption of Principal	20,988,327	20,988,327	7,415,000	13,573,327	35%	7,060,000
Interest	11,909,515	11,909,515	3,135,980	8,773,535	26%	2,809,500
Dues and Fees	18,301	18,304	-	18,304	0%	-
Other Debt Service	-	-	-	-		-
Total Debt Service	32,916,143	32,916,146	10,550,980	22,365,166	32%	9,869,500
Total Expenditures	32,916,143	32,916,146	10,550,980	22,365,166	32%	9,869,500
Excess (Deficiency) of Revenues Over (Under) Expenditures	(31,274,443)	(31,272,489)	(10,041,957)	21,230,532		(9,867,191)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	31,494,443	31,494,443	10,048,000	(21,446,443)	32%	10,506,704
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	31,494,443	31,494,443	10,048,000	(21,446,443)		10,506,704
Total Other Financing Sources (Uses)	31,494,443	31,494,443	10,048,000	(21,446,443)	32%	10,506,704
Net Change in Fund Balances	220,000	221,954	6,043	(215,911)		639,513
Fund Balances, Beginning	11,889,269	11,889,269	11,889,269	-		12,202,979
Fund Balances, Ending	$ 12,109,269	$ 12,111,223	$ 11,895,312	$ (215,911)		$ 12,842,492

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Projects Funds
For Month Ended September 30, 2022

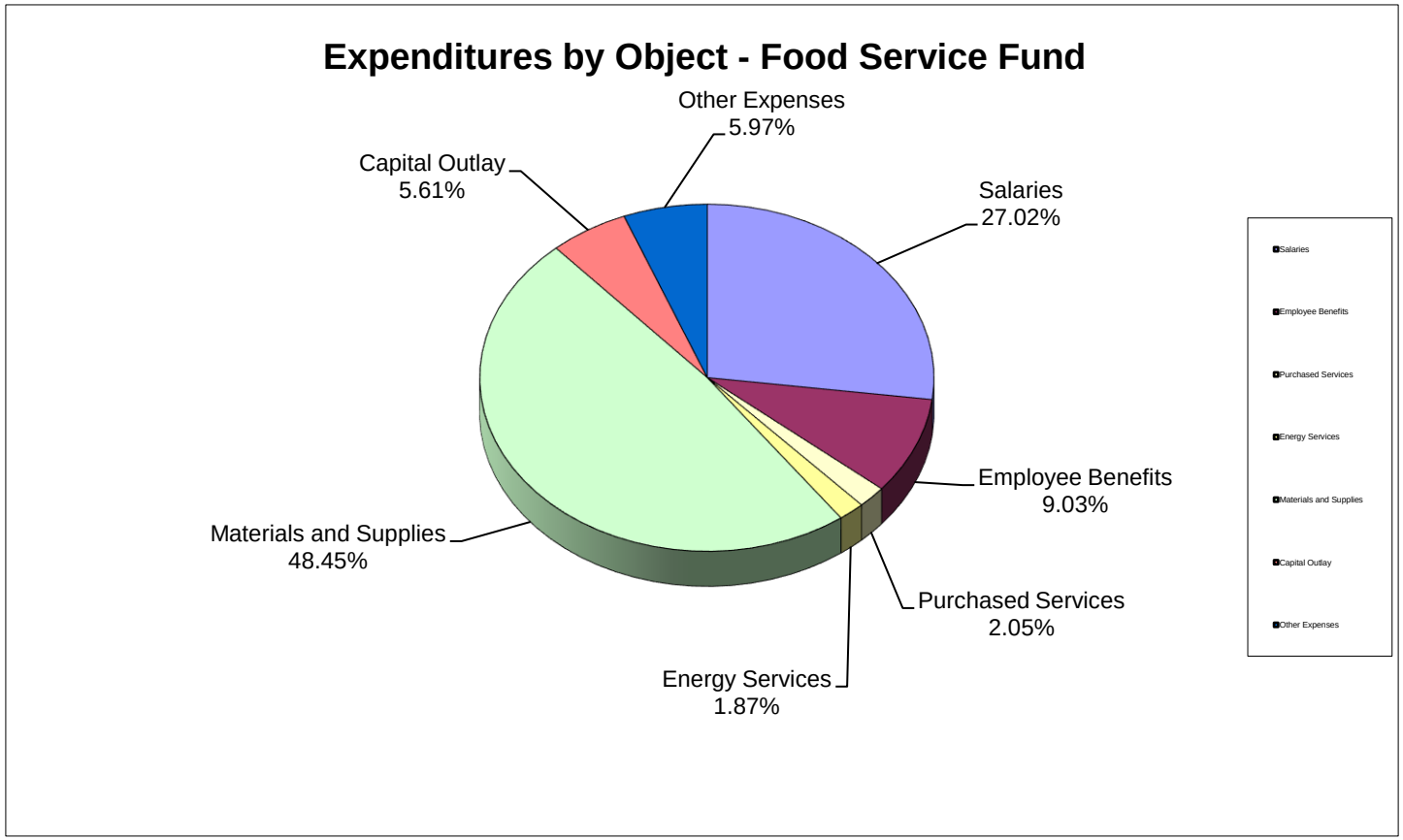
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual September 2021
REVENUES						
State:						
CO&DS Distributed	$ 1,442,884	$ 1,442,884	$ -	$ (1,442,884)	0%	$ -
Interest on CO&DS	30,699	30,699	-	(30,699)	0%	-
Public Education Capital Outlay PECO	1,880,296	1,880,296	1,880,296	-	100%	2,000,000
Charter School Cap Outlay PECO	3,868,382	4,068,435	1,018,224	(3,050,211)	25%	944,318
Other Miscellaneous State Revenue	1,215,764	1,215,764	1,215,764	-	100%	748,882
Total State Sources	8,438,025	8,638,078	4,114,284	(4,523,794)	48%	3,693,200
Local:						
District Capital Taxes	86,353,895	86,353,895	24,549	(86,329,346)	0%	26,874
Local Sales Tax	46,935,684	46,935,684	6,354,075	(40,581,609)	14%	6,239,956
Interest on Investments	20,000	20,000	104,798	84,798	524%	2,408
Other Miscellaneous Local Sources	79,875	79,875	23,658	(56,217)	30%	1
Impact Fees	31,150,906	31,150,906	5,862,623	(25,288,283)	19%	5,922,864
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	164,540,360	164,540,360	12,369,703	(152,170,657)	8%	12,192,103
Total Revenues	172,978,385	173,178,438	16,483,987	(156,694,451)	10%	15,885,303
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	262,783,422	259,858,560	3,333,160	256,525,400	1%	4,171,443
Furniture, Fixtures, and Equipment	16,225,355	20,350,049	2,252,277	18,097,772	11%	2,754,835
School Buses	1,496,676	1,585,757	-	1,585,757	0%	21,936
Motor Vehicles	992,009	992,010	78,898	913,112	8%	57,500
Land	1,850,000	1,850,000	10,000	1,840,000	1%	-
Improvements Other Than Buildings	6,401,345	6,350,926	1,527,583	4,823,343	24%	1,861,718
Remodeling and Renovation	67,478,895	68,038,893	9,527,187	58,511,706	14%	9,253,253
Computer Software	3,480,382	3,461,382	2,334,638	1,126,744	67%	2,080,932
Total Capital Outlay	360,708,084	362,487,577	19,063,743	343,423,834	5%	20,201,617
Other Expenses:						
Charter School Capital Outlay Sales Tax	4,479,006	4,042,475	523,194	3,519,281	13%	-
Total Other Expenses	4,479,006	4,042,475	523,194	3,519,281		-
Debt Service:						
Redemption of Principal	1,603,998	1,603,998	215,870	1,388,128	13%	273,290
Interest	72,955	72,954	2,826	70,128	4%	6,254
Dues and Fees	-	-	-	-		250
Total Debt Service	1,676,953	1,676,952	218,696	1,458,256	13%	279,794
Total Expenditures	366,864,043	368,207,004	19,805,633	348,401,371	5%	20,481,411
Excess (Deficiency) of Revenues Over (Under) Expenditures	(193,885,658)	(195,028,566)	(3,321,646)	191,706,920		(4,596,108)
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Certificates of Participation Issued	130,000,000	130,000,000	-	130,000,000	0%	-
Proceeds of Lease-Purchase Agreements	171,862	171,862	171,862	-	100%	-
Transfers In:						
From General Fund	-	-	-	-		-
Transfers Out:						
To General Fund	(19,264,266)	(19,464,319)	(4,535,711)	(14,928,608)	23%	(6,419,006)
To Debt Service	(31,494,443)	(31,494,443)	(10,048,000)	(21,446,443)	32%	(10,506,704)
Total Transfers	(50,758,709)	(50,958,762)	(14,583,711)	(36,375,051)		(16,925,710)
Total Other Financing Sources (Uses)	79,413,153	79,213,100	(14,411,849)	(93,624,949)	-18%	(16,925,710)
Net Change in Fund Balances	(114,472,505)	(115,815,466)	(17,733,495)	98,081,971		(21,521,818)
Fund Balances, Beginning	125,245,984	125,245,984	125,245,984	-		93,921,482
Fund Balances, Ending	$ 10,773,479	$ 9,430,518	$ 107,512,489	$ 98,081,971		$ 72,399,664

Expenditures by Object - Capital Projects Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Fund
For Month Ended September 30, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual September 2021
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	$ -	$ -		$ 23,519
School Lunch Reimbursement	16,821,700	16,821,700	2,954,906	(13,866,794)	18%	4,540,106
School Breakfast Reimbursement	5,700,800	5,700,800	964,904	(4,735,896)	17%	1,199,321
After-School Snack Reimbursement	400,000	400,000	18,970	(381,030)	5%	-
Child Care Food Program	420,000	420,000	177,777	(242,223)	42%	217,995
USDA Donated Commodities	2,150,000	2,150,000	-	(2,150,000)	0%	-
Cash n Lieu of Donated	35,000	35,000	13,282	(21,718)	38%	11,000
Summer Food Service Program	625,000	625,000	376,559	(248,441)	60%	405,178
Other Food Service Revenue	890,511	890,511	890,511	-	100%	48,425
Total Federal Through State	27,043,011	27,043,011	5,396,909	(21,646,102)	20%	6,445,544
State:						
School Breakfast Supplement	140,000	140,000	-	(140,000)	0%	-
School Lunch Supplement	170,000	170,000	-	(170,000)	0%	-
Other Miscellaneous State	-	-	-	-		-
Total State	310,000	310,000	-	(310,000)	0%	-
Local:						
Interest on Investments	10,000	10,000	14,511	4,511	145%	647
Student Lunches	4,315,900	4,315,900	647,069	(3,668,831)	15%	-
Student Breakfasts	-	-	-	-		-
Adult Breakfast/Lunch	175,000	175,000	18,789	(156,211)	11%	4,250
Student/Adult Ala Carte	1,900,000	1,900,000	283,062	(1,616,938)	15%	27,044
Catering/Special	48,000	48,000	4,146	(43,854)	9%	4,794
Other Food Sales	-	-	-	-		-
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(964)	(964)		1,849
Sale of Junk	-	1,079	1,079	-	100%	
Other Miscellaneous Local Sources	75,000	75,000	28,816	(46,184)	38%	14,707
Refund of Prior Year Expense	-	694	694	-	100%	-
Total Local	6,523,900	6,525,673	997,202	(5,528,471)	15%	53,291
Total Revenues	33,876,911	33,878,684	6,394,111	(27,484,573)	19%	6,498,835
EXPENDITURES						
Current:						
Salaries	10,875,119	7,744,269	1,823,169	5,921,100	24%	1,628,511
Employee Benefits	-	3,130,850	609,486	2,521,364	19%	603,406
Purchased Services	-	891,295	138,017	753,278	15%	159,244
Energy Services	4,880,736	605,000	126,247	478,753	21%	97,143
Materials and Supplies	16,635,947	18,241,388	3,269,048	14,972,340	18%	2,965,816
Capital Outlay	1,284,364	1,293,364	378,701	914,663	29%	293,574
Other Expenses	-	1,770,000	402,603	1,367,397	23%	372,628
Total Food Service	33,676,166	33,676,166	6,747,271	26,928,895	20%	6,120,322
Total Expenditures	33,676,166	33,676,166	6,747,271	26,928,895	20%	6,120,322
Net Change in Fund Balance	200,745	202,518	(353,160)	(555,678)		378,513
Fund Balance, Beginning	12,771,125	12,771,125	12,771,125	-		6,913,448
Fund Balance, Ending	$ 12,971,870	$ 12,973,643	$ 12,417,965	$ (555,678)		$ 7,291,961

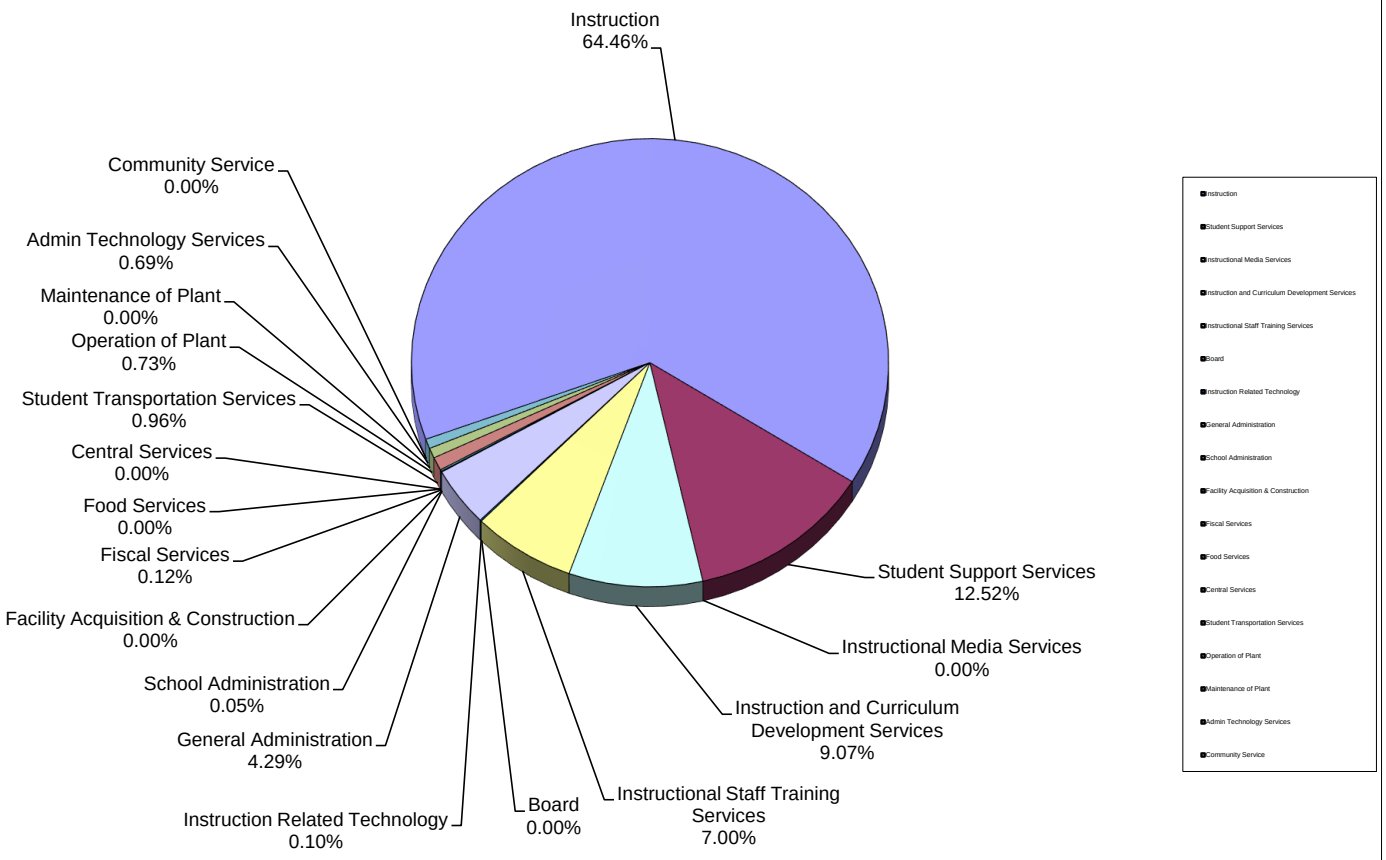

Expenditures by Object - Food Service Fund
Other Expenses
5.97%
Capital Outlay
5.61%
Salaries
27.02%
Employee Benefits
9.03%
Materials and Supplies
48.45%
Purchased Services
2.05%
Energy Services
1.87%
Salaries
Employee Benefits
Purchased Services
Energy Services
Materials and Supplies
Capital Outlay
Other Expenses

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended September 30, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual September 2021
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	-		$ -
Pell	-	468,919	376,819	92,100	80%	669,097
Miscellaneous Federal Direct	89,711	89,711	173,525	(83,814)	193%	315,624
Total Federal Direct	89,711	558,630	550,344	8,286	99%	984,721
Federal Through State:						
Career and Technical Education	-	817,061	99,603	717,458	12%	376,043
Teacher/Principal Training & Recruiting	-	-	285,280	(285,280)		415,711
Adult Migrant Education	-	-	76,270	(76,270)		83,176
Eng Lit and Civics Education	-	182,693	53,405	129,288	29%	11,265
Individuals with Disabilities Education Act	12,205,278	15,953,029	1,844,309	14,108,720	12%	2,071,195
Elementary and Secondary Education Act Title I	12,986,966	16,982,679	3,384,045	13,598,634	20%	3,006,172
Language Instruction Title III	-	1,481,016	367,609	1,113,407	25%	312,863
Adult General Education	-	580,828	71,606	509,222	12%	95,533
21st Century Schools - Title IV	-	1,016,900	78,648	938,252	8%	149,281
Educational Stabilization Funds - K-12	-	768,415	14,020,256	(13,251,841)	1825%	9,474,092
Educational Stabilization Funds - Workforce		-	676,995	(676,995)		545,002
Educational Stabilization Funds - VPK		-	11,292	(11,292)		-
Other Federal Through State	-	120,000	26,966	93,034	22%	80,010
Total Federal Through State	25,192,244	37,902,621	20,996,284	16,906,337	55%	16,620,343
Total Revenues	25,281,955	38,461,251	21,546,628	16,914,623	56%	17,605,064
EXPENDITURES						
Current:						
Instruction	18,581,754	21,283,530	11,955,877	9,327,653	56%	6,983,591
Student Support Services	759,769	1,865,451	2,322,448	(456,997)	124%	2,040,200
Instructional Media Services	-	-	-	-		-
Instruction and Curriculum Development Services	1,679,147	8,724,138	1,682,283	7,041,855	19%	1,449,683
Instructional Staff Training Services	3,674,976	5,108,120	1,297,652	3,810,468	25%	1,126,401
Board	-	-	-	-		-
Instruction Related Technology	1,578	76,955	18,464	58,491	24%	19,660
General Administration	544,154	1,301,922	794,979	506,943	61%	228,219
School Administration	-	1,991	10,000	(8,009)	502%	-
Facility Acquisition & Construction	-	-	-	-		-
Fiscal Services	-	49,830	23,155	26,675	46%	17,294
Food Services	-	-	-	-		-
Central Services	-	15,806	200	15,606	1%	-
Student Transportation Services	40,577	56,674	177,281	(120,607)	313%	1,927
Operation of Plant	-	(23,166)	134,825	(157,991)	-582%	123,379
Maintenance of Plant	-	-	692	(692)		-
Admin Technology Services	-	-	128,772	(128,772)		9,088
Community Services	-	-	-	-		-
Total Expenditures	25,281,955	38,461,251	18,546,628	19,914,623	48%	11,999,442
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	3,000,000	(3,000,000)		5,605,622
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-		-	-		(3,105,622)
To Internal Service Fund	-		(3,000,000)	3,000,000		(2,500,000)
Total Other Financing Sources (Uses)	-	-	(3,000,000)	3,000,000		(5,605,622)
Net Change in Fund Balance	-	-	-	-		-
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ -	$ -	$ -		$ -

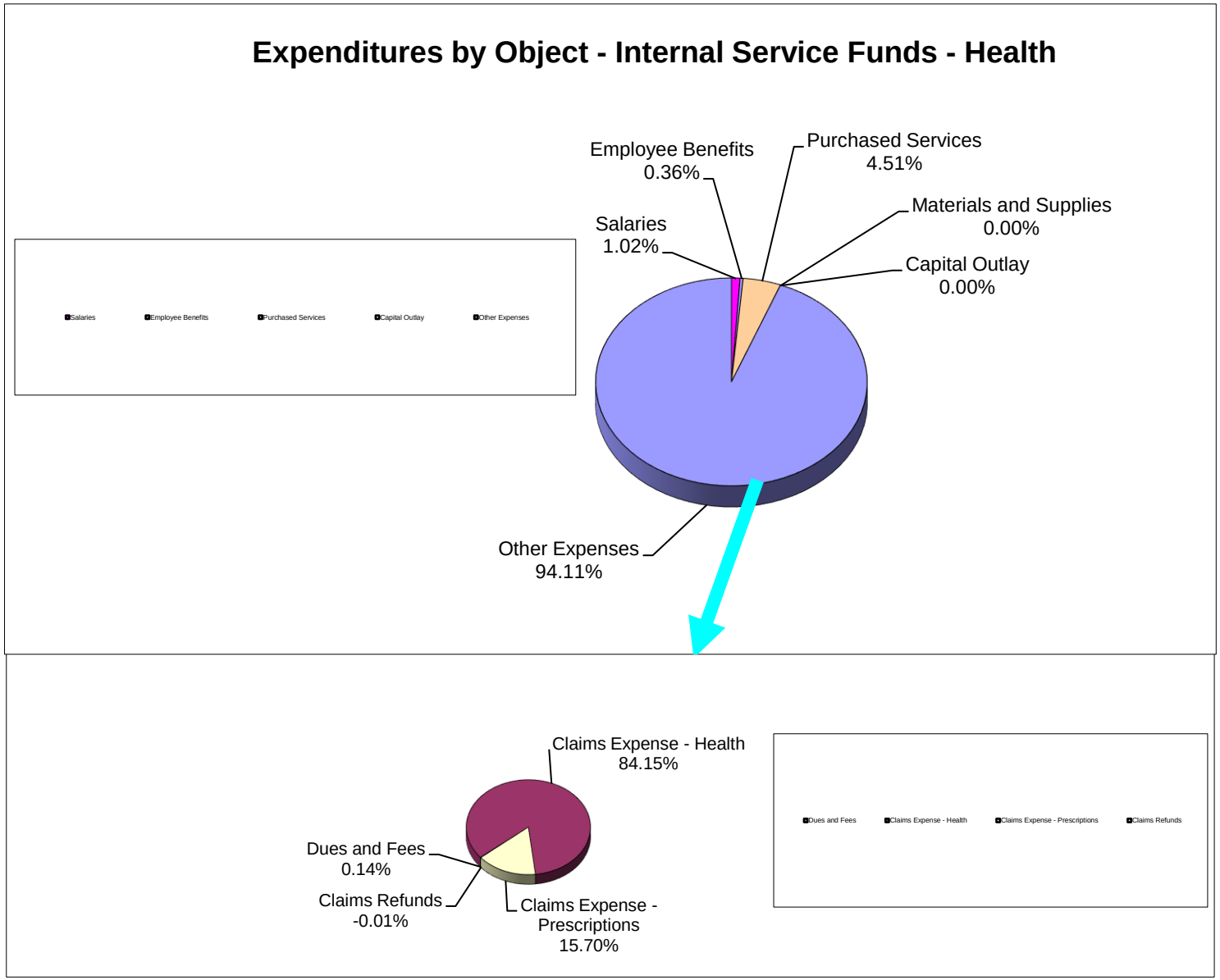
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function - Other Special Revenue Funds



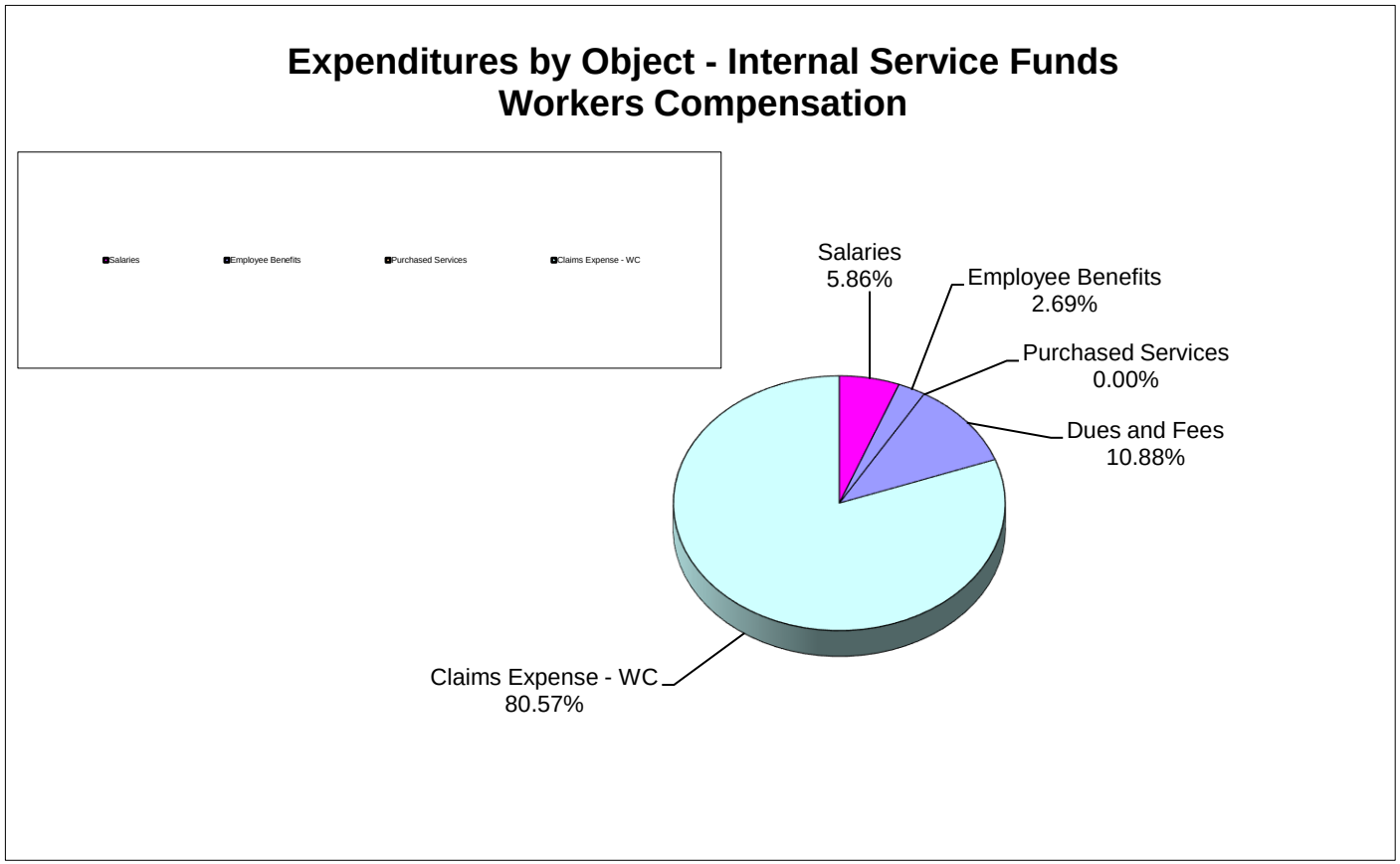
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Health
For Month Ended September 30, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual September 2021
REVENUES						
Operating Revenues:						
Premium - Employer	$ 47,461,000	$ 34,125,000	$ 5,709,485	$ (28,415,515)	17%	$ 7,968,058
Premium - Employee	-	11,486,000	2,047,298	(9,438,702)	18%	2,693,577
Premium - Retiree	-	1,450,000	326,129	(1,123,871)	22%	326,329
Premium - Leave/COBRA	-	400,000	73,175	(326,825)	18%	86,922
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	47,461,000	47,461,000	8,156,087	(39,304,913)	17%	11,074,886
Total Revenues	47,461,000	47,461,000	8,156,087	(39,304,913)	17%	11,074,886
EXPENDITURES						
Operating Expenditures:						
Salaries		635,726	161,507	474,219	25%	145,107
Employee Benefits		411,360	56,132	355,228	14%	46,224
Purchased Services	4,472,852	3,408,258	712,009	2,696,249	21%	741,697
Materials and Supplies	-	3,500	217	3,283	6%	1,398
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	-	40,000	20,393	19,607	51%	19,782
Subs for ATD	-	-	-	-		-
Claims Expense - Health	47,725,584	35,990,320	12,503,324	23,486,996	35%	10,067,944
Claims Expense - Prescriptions	-	12,079,149	2,332,708	9,746,441	19%	3,069,406
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	-	(379,149)	(1,519)	(377,630)	0%	-
Total Other Expenses	47,725,584	47,730,320	14,854,906	32,875,414	31%	13,157,132
.						
Total Expenditures	52,198,436	52,189,164	15,784,771	36,404,393	30%	14,091,558
Operating Income (Loss)	(4,737,436)	(4,728,164)	(7,628,684)	(2,900,520)		(3,016,672)
Transfers In:						
From Special Revenue		3,000,000	3,000,000	-		2,500,000
Change in Net Position	(4,737,436)	(1,728,164)	(4,628,684)	(2,900,520)		(516,672)
Net Position, Beginning	8,444,558	8,444,558	8,444,558	-		11,678,999
Net Position, Ending	$ 3,707,122	$ 6,716,394	$ 3,815,874	$ (2,900,520)		$ 11,162,327


Expenditures by Object - Internal Service Funds - Health
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Employee Benefits 0.36%
Purchased Services 4.51%
Materials and Supplies 0.00%
Salaries 1.02%
Capital Outlay 0.00%
Other Expenses 94.11%
Claims Expense - Health 84.15%
Dues and Fees 0.14%
Claims Refunds -0.01%
Claims Expense - Prescriptions 15.70%
Dues and Fees
Claims Expense - Health
Claims Expense - Prescriptions
Claims Refunds

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Workers Compensation
For Month Ended September 30, 2022

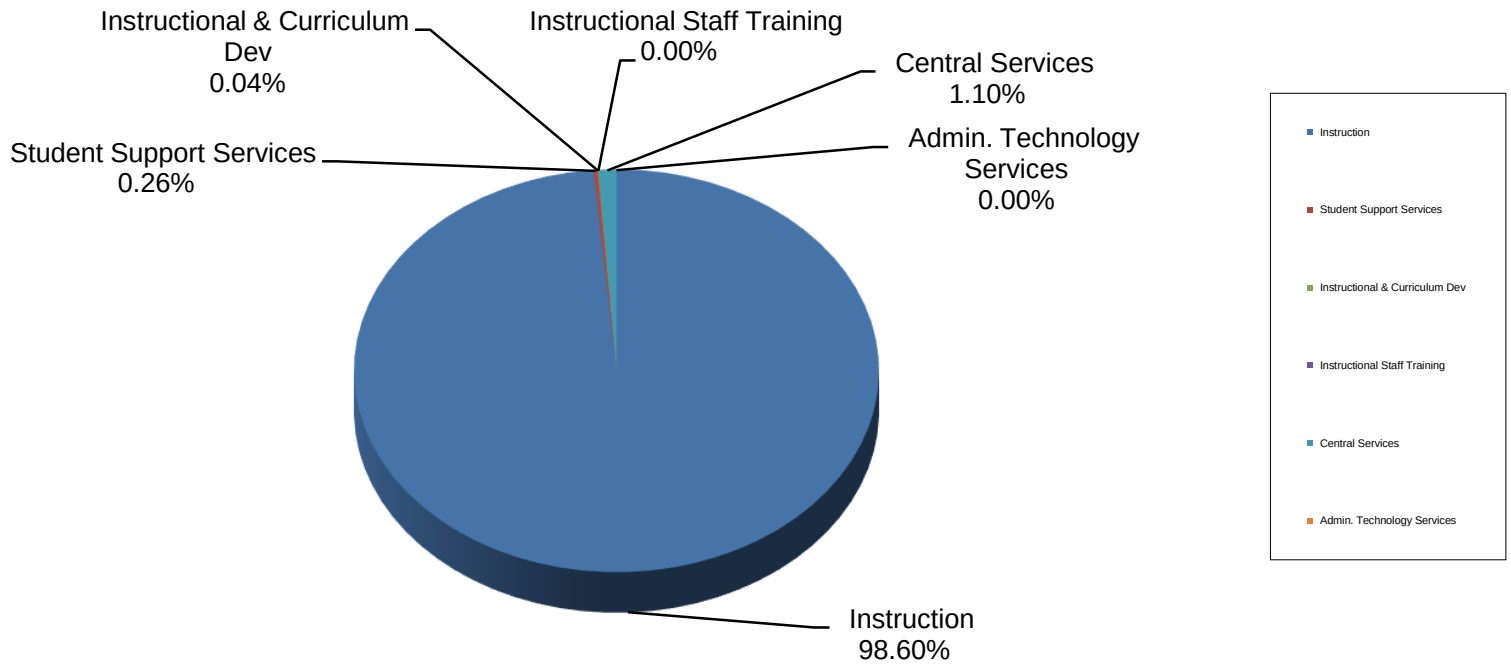
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual September 2021
REVENUES						
Operating Revenues:						
Premium - Employer	$ 2,570,000	$ 2,570,000	$ 666,565	$ (1,903,435)	26%	$ 625,963
Total Operating Revenues	2,570,000	2,570,000	666,565	(1,903,435)	26%	625,963
Total Revenues	2,570,000	2,570,000	666,565	(1,903,435)	26%	625,963
EXPENDITURES						
Operating Expenditures:						
Salaries	-	218,094	35,371	182,723	16%	45,059
Employee Benefits	-	85,313	16,257	69,056	19%	17,828
Purchased Services	624,472	-	-	-		-
Other Expenses:						
Dues and Fees	-	330,336	65,646	264,690	20%	67,952
Claims Expense - Workers' Comp	2,345,000	2,500,000	502,566	1,997,434	20%	454,829
Claims Refund	-	(155,000)	(16,308)	(138,692)	11%	(1,066)
Total Other Expenses	2,345,000	2,675,336	551,904	2,123,432	21%	521,715
Total Expenditures	2,969,472	2,978,743	603,532	2,375,211	20%	584,602
Operating Income (Loss)	(399,472)	(408,743)	63,033	471,776		41,361
Change in Net Position	(399,472)	(408,743)	63,033	471,776		41,361
Net Position, Beginning	2,266,182	2,266,182	2,266,182	-		2,022,148
Net Position, Ending	$ 1,866,710	$ 1,857,439	$ 2,329,215	$ 471,776		$ 2,063,509


Expenditures by Object - Internal Service Funds
Workers Compensation
Salaries
Employee Benefits
Purchased Services
Claims Expense - WC
Salaries
5.86%
Employee Benefits
2.69%
Purchased Services
0.00%
Dues and Fees
10.88%
Claims Expense - WC
80.57%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Trust and Agency Funds
For Month Ended September 30, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual September 2021
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 215,000	$ 215,000	$ 110,118	$ (104,882)	51%	$ 103,995
Total Federal Direct	215,000	215,000	110,118	(104,882)	51%	103,995
Local:						
Gifts, Grants, & Bequests	-	20	20	-	100%	200
Financial Aid Fees	256,259	256,259	179,321	(76,938)	70%	189,930
Other Miscellaneous Local Sources	150,000	150,600	116,406	(34,194)	77%	68,599
Total Local	406,259	406,879	295,747	(111,132)	73%	258,729
Total Revenues	621,259	621,879	405,865	(216,014)	65%	362,724
EXPENDITURES						
Instruction	1,500,635	1,501,635	146,461	1,355,174	10%	192,942
Student Support Services	37,876	36,646	387	36,259	1%	1,421
Instructional & Curriculum Dev	-	250	60	190	24%	-
Instructional Staff Training	-	-	-	-		-
General Administration	50	50	-	50	0%	-
Central Services	12,804	13,404	1,631	11,773	12%	1,960
Student Transportation Services	-	-	-	-		-
Admin. Technology Services	-	-	-	-		-
Total Expenditures	1,551,365	1,551,985	148,539	1,403,446	10%	196,323
Change in Net Position	(930,106)	(930,106)	257,326	1,187,432		166,401
Net Position, Beginning	945,156	945,156	945,156	-		600,754
Net Position, Ending	$ 15,050	$ 15,050	$ 1,202,482	$ 1,187,432		$ 767,155

Expenditures by Function - Trust and Agency Funds



SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: 10/27/2022

TO: Cynthia Saunders, Superintendent

FROM: Tim Bargeron, Deputy Superintendent of Business Services

SUBJECT: Certification of Monthly Bank Reconciliation (09/30/22)

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 September 30, 2022 book-to-bank reconciliation has been completed, with $0 variance.

SCHOOL BOARD

Rev. James Golden
Chair

Gina Messenger
Vice Chair

Chad Choate III
Mary Foreman
Charlie Kennedy

SUPERINTENDENT

Cynthia Saunders

P.O. Box 9069
Bradenton, FL 34206-9069
215 Manatee Avenue West
Bradenton, FL 34205
941.708.8770
www.manateeschools.net

AGENDA ITEM NO. 4.3

School Board of Manatee County
November 8, 2022 - Regular Board Meeting

Title
Year-to-Date Charter School Financial Statement Summary Through September 30, 2022

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 CPA's for each Charter school following the fiscal year end.

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Contact
Submitting Department: Business Services
Initiated By: Tim Bargeron

Attachments:
Charter Schools Financial Rpt Summary 2022-2023 September 2022

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2022-23

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2101 - Manatee School for the Arts & Sciences												
Fund Balance July 1, 2022	**$ 1,282,226.00**	**$ 1,282,226.00**	**$ 1,282,226.00**									
Revenue	66,788.00	165,986.00	267,733.00									
Expense	(15,619.00)	(135,248.00)	(266,017.00)									
Transfers			(153,262.00)									
Fund Balance, Ending	**$ 1,333,395.00**	**$ 1,312,964.00**	**$ 1,130,680.00**									
2102 - Team Success*												
Fund Balance July 1, 2022	**$ 3,083,485.00**	**$ 3,083,485.00**	**$ 3,083,485.00**									
Revenue	-		2,613,802.00									
Expense	-		(2,733,886.00)									
Transfers	-		(326,986.00)									
Fund Balance, Ending	**$ -**	**$ -**	**$ 2,636,415.00**									
2104 - Manatee School for the Arts												
Fund Balance July 1, 2022	**$ 9,449,215.00**	**$ 9,449,215.00**	**$ 9,449,215.00**									
Revenue	1,187,447.00	2,709,960.00	4,264,840.00									
Expense	(514,140.00)	(1,868,338.00)	(3,455,079.00)									
Transfers												
Fund Balance, Ending	**$ 10,122,522.00**	**$10,290,837.00**	**$ 10,258,976.00**									
2120 - Rowlett Middle Academy												
Fund Balance July 1, 2022	**$ 273,144.18**	**$ 258,659.36**	**$ 273,144.18**									
Revenue	530,790.97	1,140,666.38	1,677,650.61									
Expense	(644,383.59)	(1,195,471.61)	(1,686,630.77)									
Transfers	(180,814.53)	(194,267.60)	(180,814.53)									
Fund Balance, Ending	**$ (21,262.97)**	**$ 9,586.53**	**$ 83,349.49**									
2121 - Manatee Charter School												
Fund Balance July 1, 2022	**$ 43,038.00**	**$ 43,038.00**	**$ 43,038.00**									
Revenue	319,261.60	839,694.36	1,400,934.77									
Expense	(175,265.37)	(572,578.14)	(968,501.68)									
Transfers	(90,946.97)	(181,893.94)	(272,840.91)									
Fund Balance, Ending	**$ 96,087.26**	**$ 128,260.28**	**$ 202,630.18**									
2122 - Oasis Middle School												
Fund Balance July 1, 2022	**$ 388,215.00**	**$ 388,215.00**	**$ 388,215.00**									
Revenue	44,022.00	103,443.00	145,142.00									
Expense	(59,996.00)	(134,445.00)	(224,666.00)									
Transfers												
Fund Balance, Ending	**$ 372,241.00**	**$ 357,213.00**	**$ 308,691.00**									
2123 - Imagine Charter - North Manatee												
Fund Balance July 1, 2022	**$ 1,354,622.41**	**$ 1,354,622.41**	**$ 1,354,622.41**									
Revenue	474,487.34	935,992.80	1,497,792.68									
Expense	(176,933.59)	(680,714.33)	(1,158,850.93)									
Transfers	(65,627.09)	(302,194.53)	(317,616.66)									
Fund Balance, Ending	**$ 1,586,549.07**	**$ 1,307,706.35**	**$ 1,375,947.50**									
2124 - Imagine Charter- Lakewood Ranch												
Fund Balance July 1, 2022	**$ 11,407.00**	**$ 11,407.00**	**$ 11,407.00**									
Revenue	380,058.01	753,790.03	1,369,166.33									
Expense	(273,254.49)	(690,051.47)	(1,085,020.72)									
Transfers	(4,221.87)	38,120.26	57,257.39									
Fund Balance, Ending	**$ 113,988.65**	**$ 113,265.82**	**$ 352,810.00**									
2131 - Palmetto Charter School*												
Fund Balance July 1, 2022	**$ 952,892.00**	**$ 952,892.00**	**$ 952,892.00**									
Revenue	-	-	1,486,060.54									
Expense	-	-	(1,403,226.72)									
Transfers												
Fund Balance, Ending			**$ 1,035,725.82**									
2141 - State College of FL Collegiate School*												
Fund Balance July 1, 2022	**$ 2,033,364.00**	**$ 2,033,364.00**	**$ 2,033,364.00**									
Revenue	-		942,675.00									
Expense	-		(613,847.00)									
Transfers	-											
Fund Balance, Ending		**$ -**	**$ 2,362,192.00**									
2161 - Visible Men Academy												
Fund Balance July 1, 2022	**$ 794,236.49**	**$ 794,236.49**	**$ 794,236.49**									
Revenue	79,108.08	156,239.67	254,270.38									
Expense	(124,742.40)	(286,130.67)	(417,583.67)									
Transfers												
Fund Balance, Ending	**$ 748,602.17**	**$ 664,345.49**	**$ 630,923.20**									
2171 - Rowlett Academy for Arts - Elementary*												
Fund Balance July 1, 2022	**$ 1,023,909.03**	**$ 1,023,909.03**	**$ 1,023,909.03**									
Revenue			2,128,429.19									
Expense			(2,236,492.83)									
Transfers			(124,066.69)									
Fund Balance, Ending			**$ 791,778.70**									
2181 - Parrish Charter Academy												
Fund Balance July 1, 2022	**$ 984,166.00**	**$ 984,166.00**	**$ 984,166.00**									
Revenue	390,603.00	438,035.00	1,317,780.00									
Expense	(483,597.00)	(463,719.00)	(1,344,006.00)									
Transfers	(226.00)	5,531.00	(19,915.00)									
Fund Balance, Ending	**$ 890,946.00**	**$ 964,013.00**	**$ 938,025.00**									
2182 - Lakewood Ranch Preparatory Academy												
Fund Balance July 1, 2022	**$ -**	**$ -**	**$ -**									
Revenue	402,208.80	1,676,682.78	2,614,576.30									
Expense	(400,639.93)	(908,629.77)	(2,173,025.37)									
Transfers												
Fund Balance, Ending	**$ 1,568.87**	**$ 768,053.01**	**$ 441,550.93**									

***Quarterly Reports/High Performing**

NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to the Florida Department of Education.

AGENDA ITEM NO. 5.1

School Board of Manatee County
November 8, 2022 - Regular Board Meeting

Title
Agenda Amendments - *added after publishing*

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

Agenda amended on Friday, November 4, 2022, to **add** attachment to Reports and Presentations item, *Construction Update.*

Contact
Submitting Department: School Board
Initiated By: Chair Golden

AGENDA ITEM NO. 6.1

School Board of Manatee County
November 8, 2022 - Regular Board Meeting

Title
Approval of the Minutes of the October 25, 2022 Exempt Shade Meeting and the October 25, 2022 Regular Meeting

Executive Summary
Approval of the Minutes of the October 25, 2022 Exempt Shade Meeting and the October 25, 2022 Regular Meeting.

Contact
Submitting Department: School Board

Attachments:
October 25, 2022 Exempt Shade Meeting Minutes
October 25, 2022 Regular Meeting Minutes

Minutes

October 25, 2022

Exempt Shade Meeting – 4:30 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Gina Messenger, Vice-Chair James Golden, Chair Mary Foreman, Board Member Mitchell Teitelbaum, General Counsel Stephen Dye, Board Attorney Chad Choate, Board Member Charlie Kennedy, Board Member	Present

Minutes: Chair Golden called the Meeting to order at 4:30 PM.

2) EXEMPT SHADE MEETING

2.1 Exempt Shade Meeting

Minutes: Chair Golden announced that the School Board was commencing an exempt Shade Meeting with its legal counsel and the Superintendent. He stated that the School Board had previously been advised by General Counsel, Mr. Mitch Teitelbaum and its Special Counsel, Mr. Jim Valenti, that they desired advice from the School Board concerning litigation.

Chair Golden announced that the subject matter of the meeting was confined to settlement negotiations or strategy sessions related to litigation.

Pursuant to F.S. 286.011, the Shade Meeting was closed to the public.

Chair Golden noted that the entire litigation assessment session, including the private portion, would be recorded by a certified court reporter and that no portion of the litigation assessment meeting would be off the record. He stated that the transcript of the meeting would be filed with the Agency Clerk after the meeting concluded and would become public following the conclusion of the litigation.

Chair Golden stated that the meeting is estimated to last no more than 30 minutes.

The persons attending were School Board Members Charlie Kennedy, Rev. James Golden, Mary Foreman, Gina Messenger, and Chad Choate III. The following individuals were also in attendance: Cynthia Saunders, Superintendent; School Board Attorney Stephen Dye; General Counsel Mitchell Teitelbaum; Mr. Doug Wagner, Deputy Superintendent of Operations; Special Counsel Jim Valenti; Kent Nabergall, District IT Support; and a court reporter.

The meeting was transcribed by Ms. Linda Wolfe, a certified court reporter from Realtime Court Reporters, Inc.

Chair Golden asked all persons not named to leave the chambers for the duration of the exempt Shade Meeting and closed the meeting to the public at 4:33 PM. All microphones and recording devices were turned off.

Board Member Kennedy arrived at 4:57 PM.

3) ADJOURNMENT

Minutes: Chair Golden opened the Meeting to the public to close the exempt Shade Meeting at 5:03 PM.

_____	_____
Cynthia Saunders, Ex Officio Secretary and Superintendent of Schools	Rev. James T. Golden 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

October 25, 2022

Regular Meeting - 5:00 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

---

1) CALL TO ORDER

Attendee Name	Status
Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Gina Messenger, Vice-Chair James Golden, Chair Mary Foreman, Board Member Mitchell Teitelbaum, General Counsel Stephen Dye, Board Attorney Tim Bargeron, Deputy Superintendent of Business Services Chad Choate, Board Member Charlie Kennedy, Board Member	Present

Minutes: Chair Golden called the Meeting to order at 5:12 PM.

2) COLOR GUARD | Southeast High School

Minutes: The colors were presented by the Southeast High School Junior Reserve Officer Training Corps (JROTC) under the direction of Lieutenant Colonel (R) John Hetherington.

The Cadets conducting the Color Guard were Yolis Rodriguez, Jalia Estevez, Andres Jeronimo, and Gael Sanchez.

3) PLEDGE OF ALLEGIANCE

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

4) INVOCATION

Minutes: The invocation was given by Pastor John Treworgy.

5) INFORMATION ONLY (No Board Action Required)

5.1 Leaves for October 25, 2022

5.2 Year-to-Date Financial Statements Through August 31, 2022

5.3 Year-to-Date Charter School Financial Statement Summary Through August 31, 2022

6) APPROVAL OF THE AGENDA

6.1 Agenda Amendments

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

Agenda amended on Monday, October 24, 2022, to **update** Executive Summary and attachments to New Business (Non-Consent/Superintendent Recommendation) item, *Approval of the Resolution Authorizing a Section 1011.13, Florida Statutes Tax Anticipation Note (TAN), Series 2022.*

Agenda amended on Friday, October 21, 2022, to **add** Consent Agenda item, *Approval of an Amendment to the Memorandum of Understanding (MOU) Between Guy Harvey Ocean Foundation (GHOF) and the School Board of Manatee County for the Guy Harvey Academy of Arts and Science at Anna Maria Elementary*.

Agenda amended on Friday, October 21, 2022, to **add** New Business (No Superintendent Recommendation) item, *Discussion of Facilities Usage Agreement - Future High School Site at Rangeland and Post, Lakewood Ranch (2022).*

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

7) APPROVAL OF MINUTES

7.1 Approval of the Minutes of the October 11, 2022 Regular Meeting and the October 13, 2022 Exempt Shade Meeting and Workshop

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Mary Foreman
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

8) STUDENT CELEBRATIONS

8.1 Career and Technical Student Organization Winners at National Competition

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, shared that the District was celebrating the first-place award winners for the National Career and Technical Organization competitions in 2022 and introduced Dr. Paul Gansemer, Executive Director of Adult Career and Technical Education.

Dr. Gansemer introduced Ms. Kelli Kennedy, Assistant Director of Adult, Career & Technical Education, and Ms. Christy Clark, Teacher on Special Assignment. Dr. Gansemer recognized the following:

TSA 2022 Nationals Championship Secondary Division Dallas, Texas student winners:

Mona Jain Middle School

- Advisors | Suzanne Jarrell and Michelle Roberts

- Construction Challenge – First Place: Kinley McCaw, Brandon Engelsberg, and Sneha Balu

Southeast High School
- Advisors | Christy Clark, Amanda Clark, Nicholas Smith, and Richard Platt (Retired)
- Architectural Design – First Place: Daniel Berry, Denis Jones, Nathan Rupprecht, and Nicholas Severino

Braden River High School
- Advisors | Maureen Hudson, Mark Petula, and John Frank
- Promotional Design – First Place: Joyce Chen
- Transportation Modeling – First Place: Liam Wilford
- Geospatial – First Place: Ty Moore, Liam Tvenstrup, and Dylan Jackson
- Chapter Team – First Place: Sarah Douglas, Bella Pasquale, Fiorella Recchioni, Liam Tvenstrup, Ty Moore, and Callum Wilford

Manatee Technical College
- Advisors | Instructor Kim Bland and Assistant Director Dr. Jennifer Gilray
- Jesus Capriles – First place in Dental Terminology in the collegiate division at the 2022 HOSA International Leadership Conference in Nashville, TN

- Advisors | Instructor Michael Rendes and Director Dr. Valerie Viands
- Vincent Manzo – First in the nation in 5-Axis CNC Milling in the college division of the 2022 SkillsUSA National Championships in Atlanta, GA

9) RECOGNITIONS

9.1 Red Ribbon Week Proclamation

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, shared that October is Red Ribbon Month, and that Red Ribbon Week is October 23-31.

He spoke regarding the Red Ribbon campaign and stated that the theme of the 2022 Red Ribbon Week is "Celebrate Life Live Drug Free." Also in attendance were representatives from Drug Free Manatee and local ELKS Lodges, organizations that spearhead efforts related to Red Ribbon Week and Month.

Mr. Jack Cantwell, of the Bradenton ELKS Lodge and District & State Drug Awareness Chairman, addressed the Board and discussed drug awareness. Also in attendance from the Manasota ELKS Lodge were Mr. Ken Davis, Ms. Diane Davis, Mr. Dale Steinke, and Ms. Dawn Markham dressed as Elroy the Elk.

Ms. Natalie Novak, Director of Youth Prevention with Drug Free Manatee, thanked the Board for the recognition and support. She spoke regarding the work of Drug Free Manatee.

Board Member Kennedy read the Proclamation.

9.2 Disability History and Awareness Weeks

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, stated that the State of Florida calls on all school districts to designate two weeks in October as Disability History and Awareness Weeks. He introduced Ms. Nicole Cox, Director of Exceptional Student Education (ESE). Ms. Cox thanked the Board for the awareness and recognition.

Also in attendance were Mr. Joe Roberts, ESE Coordinator, Ms. Maria Cadogen, a parent volunteer, and Ms. Jackie Galvin, District ESE Program Specialist.

10) CONSENT ITEMS

10.1 Approval of the 2022-2023 School Improvement Plans, No Financial Impact

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

10.3 Approval to Apply, Accept, and Expend the 2022-2023 National Farmworker Jobs Program Discretionary Competitive Grant, in the Amount of $290,215.00

10.4 Approval of Wakeland Support Center - Building #6 Interior Demolition MCR Clinic - Agreement Between Owner and Jon F. Swift Construction - Preconstruction Services, in the Amount of $155,000.00

10.5 Approval of Wakeland Support Center - Building #6 Interior Demolition MCR Clinic - Agreement Between Owner and Plunkett Raysich Architects, LLP., in the Amount of $73,800.00

10.6 Approval of Barbara A. Harvey Elementary School - Utility Underground Easement, No Financial Impact

10.7 Approval of Southeast High School - New Science Building - Agreement Between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction - Amendment 2 - Partial Guaranteed Maximum Price, in the Amount of $338,267.22

10.8 Approval of Manatee High School - TV Studio Renovations - Agreement Between Owner and Creative Contractors, Inc., Guaranteed Maximum Price (GMP), in the Amount of $224,160.00

10.9 Approval of Hurricane IAN - Storm Fence Repairs - Agreement Between Owner and Ajax Building Company, LLC., Not to Exceed $83,970.27

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

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

10.12 Approval of the Revisions of the Assistant Principal Job Descriptions

10.13 Approval of the Use of the State of Florida Bid for Bulk Paper: Office, Virgin and Recycled Contract, #14111500-21-STC, SDMC No. 23-0082-BS, Estimated in the Amount of $200,000.00

10.14 Approval to Use The Interlocal Purchasing System (TIPS) Contract to Purchase Security Systems, Products, and Services RFP# 200203, SDMC No. 23-0079-KD, Estimated in the Amount of $1,500,000.00

10.15 Approval to Use the Sourcewell Contract for Commercial Kitchen Equipment with Related Supplies and Services, SDMC No. 23-0073-KD, Estimated in the Amount of $100,000.00 Per Fiscal Year

10.16 Approval to Purchase Public Address (PA-Bogen Nyquist) Systems and Related Services, SDMC No. 23-0076-MR, Continued Procurement for Services, Estimated in the Amount of $75,000.00

10.17 Approval of Sole Source for Continued Purchase of Apple Products and Services, SDMC No. 23-0017-KD, Estimated in the Amount of $150,000.00

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

10.19 Approval for Manatee High School Chorus Students to Attend and Perform at Carnegie Hall in New York, New York on June 22-27, 2023, No Financial Impact

10.20 Approval of the 2022-2023 School Safety and Security Best Practices Report and Florida Safe Schools Risk Assessment Report

10.21 Approval of an Amendment to the Memorandum of Understanding (MOU) Between Guy Harvey Ocean Foundation (GHOF) and the School Board of Manatee County for the Guy Harvey Academy of Arts and Science at Anna Maria Elementary

Minutes: Public Comment as follows:

1.Glen Gibellina

Following Public Comment, Superintendent Saunders stated that the Board had previously approved of authorization for the Wakeland Support Center site to be used as a clinic for employees. She stated that the item on the Consent Agenda was for the demolition of the building and noted that the District has a Memorandum of Understanding (MOU) with MCR Health. She stated that following the demolition, MCR Health will be outfitting the site to run the clinic.

Chair Golden requested that the record reflect that the Public Comment was about Consent Agenda items 4 and 5.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

11) PUBLIC COMMENTS AND RESPONSES (UP TO 60 MINUTES)

Minutes: Public Comment as follows:

1. Norman Nelson
2. Glen Gibellina
3. Michael Hartman

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) NEW BUSINESS (NON-CONSENT ITEMS/SUPERINTENDENT RECOMMENDATION)

13.1 Approval of the Resolution Authorizing a Section 1011.13, Florida Statutes Tax Anticipation Note (TAN), Series 2022

Minutes: At the request of Vice-Chair Messenger, Mr. Tim Bargeron, Deputy Superintendent of Business Services, explained the purpose of the Tax Anticipation Notes (TAN) and stated that the maturity was extended to June 30, 2023 this year.

Chair Golden announced a recess at 6:06 PM and reconvened at 6:18 PM.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

13.2 Approval of a New Job Description for Teacher Career and Technical Education

Minutes: Superintendent Saunders provided information regarding the new job description.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Chad Choate
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

13.3 Approval of Naming the Samoset Elementary Media Center in Honor of Ms. Gerry Plese

Minutes: Superintendent Saunders stated that there was a generous donation from the family of Ms. Plese and invited Ms. Samara Hemingway Primous, Principal of Samoset Elementary School, forward. Ms. Primous spoke regarding the use of the donated funds.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

13.4 Approval of Blackburn Elementary School - Addition and Renovation - Amendment 1 - Agreement Between Owner and Wannemacher Jensen Architects, Inc., in the Amount of $1,627,211.00

Minutes: Superintendent Saunders shared that the school will be renovated. Vice-Chair Messenger expressed excitement for the project.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Mary Foreman
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

13.5 Approval of the Revisions of the Six Career and Technical Education Job Descriptions

Minutes: At the request of Board Member Foreman, Mr. Doug Wagner, Deputy Superintendent of Operations, provided details regarding the purpose of the job revisions and noted that the revisions make the descriptions clear and provide some flexibility as they require industry certification but not a college degree.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger

AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

13.6 Approval of the Revisions of the Director Elementary Curriculum and Director Secondary Curriculum Job Descriptions

Minutes: Superintendent Saunders provided a summary of the revisions to the job descriptions.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Chad Choate
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

14) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

14.1 Approval of Travel Expense Associated with the School Board Members' Attendance at the Florida School Boards Association (FSBA) / Florida Association of District School Superintendents (FADSS) 77th Annual Joint Conference, November 28 - December 2, 2022, at the Grand Hyatt, Tampa, FL, Not to Exceed $8,000.00

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Chad Choate
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

14.2 Approval of Auditor Reports from Carr, Riggs & Ingram (CRI)

Minutes: Vice-Chair Messenger noted that the reports had been presented to the Board.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Charlie Kennedy
AYES:	Gina Messenger, James Golden, Mary Foreman, Chad Choate, Charlie Kennedy

14.3 Approval of the Proposed Revisions to the Audit Committee Charter

Minutes: Board Member Foreman spoke regarding changes that the Board discussed during the October 13, 2022 Workshop and expressed concerns with the revised Charter. She spoke regarding specific language in the Charter and her requested revisions. She noted that the language, "non-confidential", was not necessary.

RESULT:	**Amended (See 14.3b.)**
MOVER:	Gina Messenger
SECONDER:	Chad Choate

14.3a. Motion to Postpone Item, ***Approval of the Proposed Revisions to the Audit Committee Charter*****, to November 8, 2022**

Minutes: Vice-Chair Messenger spoke regarding the discussion during the October 13, 2022 Workshop and stated that the revisions to the Charter were consistent with the desires of the Board. She noted that she would approve of removing the language "non-confidential" and further discussed the revised Charter.

Board Member Kennedy spoke in support of the revisions to the Audit Committee Charter. He also spoke in support of allowing the Audit Committee to review the revisions at the next Audit Committee Meeting and postponing the approval of the revisions to November 8, 2022.

Board Member Choate spoke in support of the revisions and stated that he would second the amended motion to remove "non-confidential" from the language in the revised Charter.

Board Member Foreman requested that the Board Members and Board Attorney listen to the audio recording of the Audit Committee Meeting on November 2, 2022.

RESULT:	**Defeated [2-3]**
MOVER:	Mary Foreman
SECONDER:	Charlie Kennedy
AYES:	Mary Foreman, Charlie Kennedy
NAYS:	Gina Messenger, James Golden, Chad Choate

14.3b. Approval of the Proposed Revisions to the Audit Committee Charter with the Removal of the Language, "Non-Confidential"

RESULT:	**Adopted [3-2]**
MOVER:	Gina Messenger
SECONDER:	Chad Choate
AYES:	Gina Messenger, James Golden, Chad Choate
NAYS:	Mary Foreman, Charlie Kennedy

14.4 Discussion of Facilities Usage Agreement - Future High School Site at Rangeland and Post, Lakewood Ranch (2022)

Minutes: Mr. Mitchell Teitelbaum, General Counsel, provided an overview of the Facilities Usage Agreement and discussed the emergency caused by Hurricane Ian. He spoke regarding the purpose of Facilities Usage Agreements for the community.

Mr. Stephen Dye, School Board Attorney, provided additional information regarding the attached Agreement.

The Board held discussion and asked questions regarding the attached Facilities Usage Agreement.

Board Member Kennedy expressed concerns and suggested charging a higher price for the use of the property.

Vice-Chair Messenger requested to receive copies of future property usage agreements for awareness.

Chair Golden expressed concerns and shared a quote. He expressed appreciation for Superintendent Saunders.

Board Member Foreman inquired about amending the agreement.

15) WORKSHOP ITEM REQUESTS

Minutes: Vice-Chair Messenger noted that typically after the Reorganization Meeting, the Board has benefited from a Workshop to discuss the way of work for the Board. Consensus was reached to include the topic with the Agenda for the December 8 Workshop.

16) CONTINUED PUBLIC COMMENT (IF NECESSARY)

17) UPDATES

Legal Update

Minutes: There was no update.

Operations Update and Safety & Security Update

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

Job Fair – provided an update on the Job Fair held on October 20 and shared that approximately 40 offers were made.

Construction – shared an update regarding the Parrish Community High School Project.

Open Enrollment – stated that open enrollment for benefits would be October 24 – November 2.

Safety & Security – spoke regarding tabletop exercises and the active assailant training.

18) SUPERINTENDENT REMARKS

Minutes: Superintendent Saunders updated the Board on the following:

Community Partnership – shared that the District received the planning year grant for the Community Partnership School site for the Daughtrey Elementary School campus.

Thanks – thanked Ms. Susie Bowie and the Manatee Community Foundation for their continued support of staff and families in the Myakka area after Hurricane Ian.

Upcoming Events – spoke regarding the Manatee Chamber Expo 2002 scheduled for November 3, the second annual Arts Rise & Shine Leadership Breakfast scheduled for November 4, and the Big Bank Theory.

Recognitions – recognized Lakewood Ranch High School senior JROTC student, Ms. Samantha Rees, for earning the Legion of Valor Bronze Cross, one of the highest national honors for a JROTC cadet.

19) BOARD COMMENTS

Board Member Kennedy

National Student Award Winner – shared a story and spoke regarding student, Ms. Bella Pasquale. He wished her well with her future endeavors.

Board Member Foreman

Recognitions – spoke regarding technology and career competitions and spoke regarding STEM funding and initiatives.

Barbara Harvey – shared that the Board had attended a leadership luncheon honoring Ms. Barbara Harvey.

Big Bank Theory – expressed appreciation and thanked the Chamber for the program.

Board Member Choate

Thanks – thanked everyone for the Meeting and thanked Superintendent Saunders for her work in implementing programs such as the Bloomberg Program.

Big Bank Theory – shared details regarding the Big Bank Theory and expressed appreciation for the program.

Florida School Boards Association (FSBA) Advocacy Committee – shared that FSBA's legislative program draft would be discussed at the next Advocacy Committee Meeting on October 28.

Vice-Chair Messenger

Thanks – thanked everyone for the Meeting.

Chair Golden

Barbara Harvey – shared a story and advice that he had received from Ms. Harvey.

Legislative Program – requested that the Board support the existing item on the FSBA Legislative Agenda to support Pre-K Education becoming a part of public education in Florida.

20) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Golden adjourned the Meeting at 7:47 PM.

_____	_____
Cynthia Saunders, Ex Officio Secretary and Superintendent of Schools	Rev. James T. Golden 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
November 8, 2022 - Regular Board Meeting
Action Item

Title
Farm City Week

Executive Summary
Farm City Week is a program created by Kiwanis International to be celebrated each year during the Thanksgiving Season. The purpose of Farm City Week is to improve communication and mutual understanding between farmers and urban residents. It is an appropriate week to recognize the struggles and celebrate the accomplishments of our agriculture community and to recognize the important relationship that exists between our farm and city communities.

The Superintendent recommends approval that November 7-19, 2022, be designated as Farm City Week 2022.

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

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

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

Attachments:
Proclamation - Farm City Week

PROCLAMATION

FARM CITY WEEK 2022

WHEREAS, the first Farm City Week celebrations were established by Kiwanis International; and,

WHEREAS, Manatee County Farm City Week was first sponsored by the Bradenton Kiwanis Club in 1955; and,

WHEREAS, the 2022 Farm City Week honors the Bradenton Kiwanis Club in celebration of their 100th Anniversary with appreciation of the Club's sponsorship and support of Agriculture; and,

WHEREAS, the Bradenton Kiwanis Club began recognizing the Agriculturalist of the Year in 1967, to recognize individual contributions and to bring attention to the diversity of the agriculture industry; and,

WHEREAS, the Bradenton Kiwanis Club has been instrumental in the establishment of the 4-H Education Center, the Manatee County Agricultural Museum, the Master Gardeners Horticulture Learning Center, and other brick and mortar projects; and,

WHEREAS, the Bradenton Kiwanis Club has sponsored leadership and citizenship programs involving 4-H, Future Farmers of America (FFA), and Farm Bureau programs targeting Manatee County youth; and,

WHREAS, the purpose of Farm City Week is to educate the community about the diversity of agriculture production in Manatee; and,

WHREAS, the Manatee County Farm City Week invites the community to join in celebrating the 100th Anniversary of the Bradenton Kiwanis Club and its many contributions to making Manatee County one of the best communities to live, work, and play; and,

WHREAS, Farm City Week and the agriculture community are thankful for the 100 years of service and support provided by the Bradenton Kiwanis Club and urges the public to celebrate Agriculture in Manatee County while appreciating the contributions the Bradenton Kiwanis Club has made to agriculture education in our community;

NOW THEREFORE, BE IT PROCLAIMED by the School Board of Manatee County that November 7 through November 19, 2022 shall be known, designated, and set aside as: **"Farm City Week."**

Adopted with a quorum present and voting this 8th day of November 2022.

SCHOOL BOARD OF MANATEE COUNTY
MANATEE COUNTY, FLORIDA

_____
Rev. James T. Golden, Chair

_____
Cynthia Saunders, Superintendent

AGENDA ITEM NO. 7.2

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Holocaust Education Week 2022

Executive Summary
Holocaust Education Week in Florida is held annually the second week in November which coincides with the anniversary of Kristallnacht, November 9-10,1938, a major turning point in the persecution of European Jews by the Nazi regime.

The Florida Education Commissioner's Task Force on Holocaust Education identifies resources to assist K-12 educators in structuring Holocaust Education Week lessons.

This year Holocaust Education Week in Florida will be held November 7-11, 2022.

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

Inclusive Culture & Engagement | Goal 3
Expand diversity and inclusion initiatives across the school district for employees and students.

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

Attachments:
Proclamation - Holocaust Education Week

PROCLAMATION

Holocaust Education Week 2022

WHEREAS, the Holocaust was the state-sponsored, systematic persecution and annihilation of European Jews by Nazi Germany and its collaborators between 1933 and 1945 in which six million Jews were murdered; and

WHEREAS, we also commemorate other victims of the Nazi regime who suffered grievous oppression and death under Nazi tyranny; and

WHEREAS, the history of the Holocaust offers an opportunity to reflect on the moral responsibilities of individuals, societies and governments; and

WHEREAS, we should always remember the terrible events of the Holocaust and remain vigilant against hatred, persecution and tyranny, and actively rededicate ourselves to the principles of individual freedom in a just society; and

WHEREAS, Holocaust Education Week, as part of Florida's Educational Instruction of Historical Events, provides Floridians with a valuable opportunity to remember the victims of the Holocaust as well as to reflect on the need to respect all peoples;

NOW, THEREFORE, BE IT PROCLAIMED by the School Board of Manatee County that the week of November 7-11, 2022, shall be known, designated, and set aside as: Holocaust Education Week.

Adopted with a quorum present and voting this 8th day of November 2022.

SCHOOL BOARD OF MANATEE COUNTY
MANATEE COUNTY, FLORIDA



_____
Rev. James T. Golden, Chair



_____
Cynthia Saunders, Superintendent

AGENDA ITEM NO. 8.1

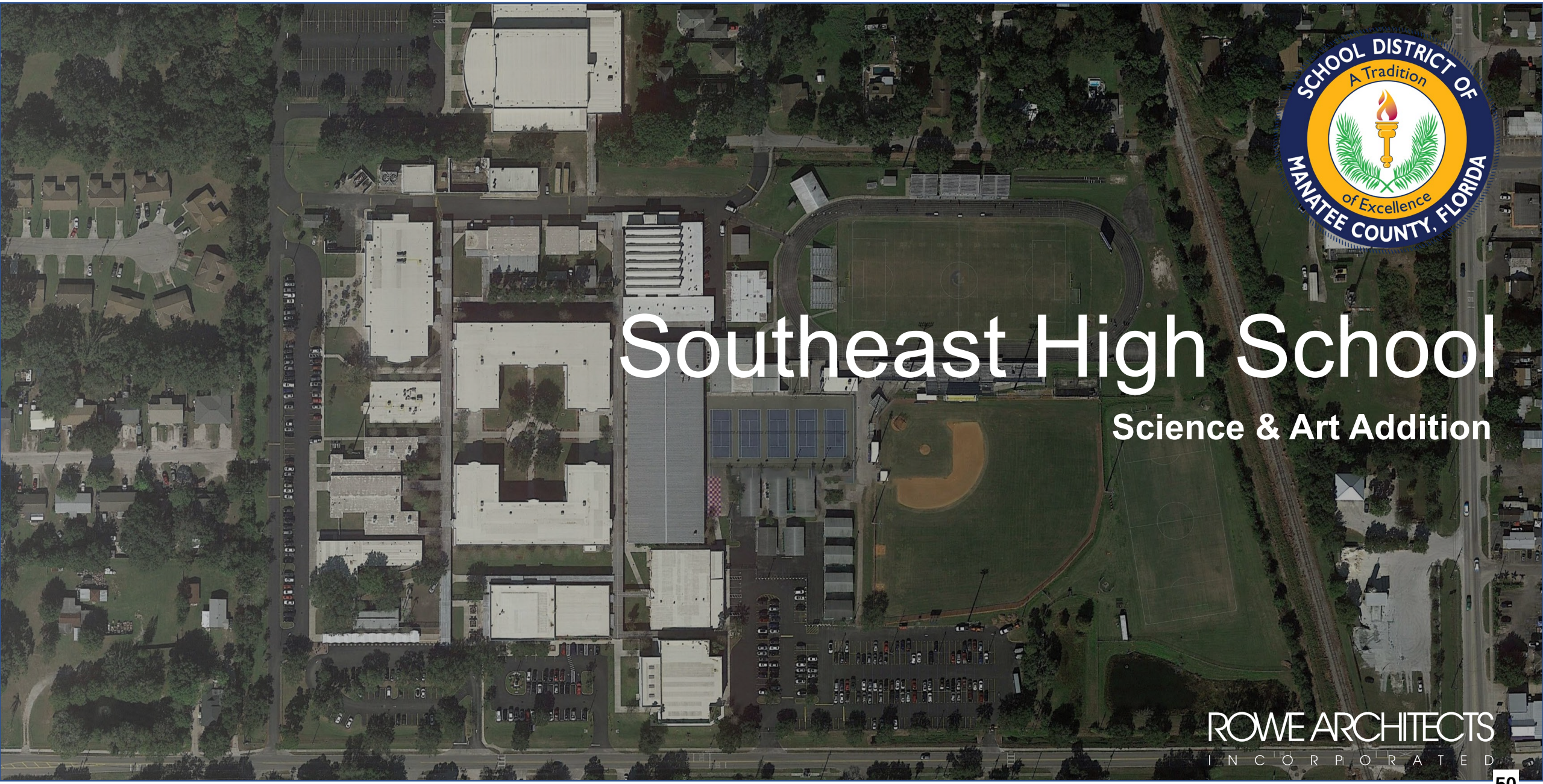
School Board of Manatee County
November 8, 2022 - Regular Board Meeting

Title
Construction Update

Executive Summary
Construction Services will provide an update regarding the November 8, 2022 agenda item for the Construction Project at Southeast High School.

Contact
Submitting Department: Construction Services
Initiated By: Joseph Ranaldi

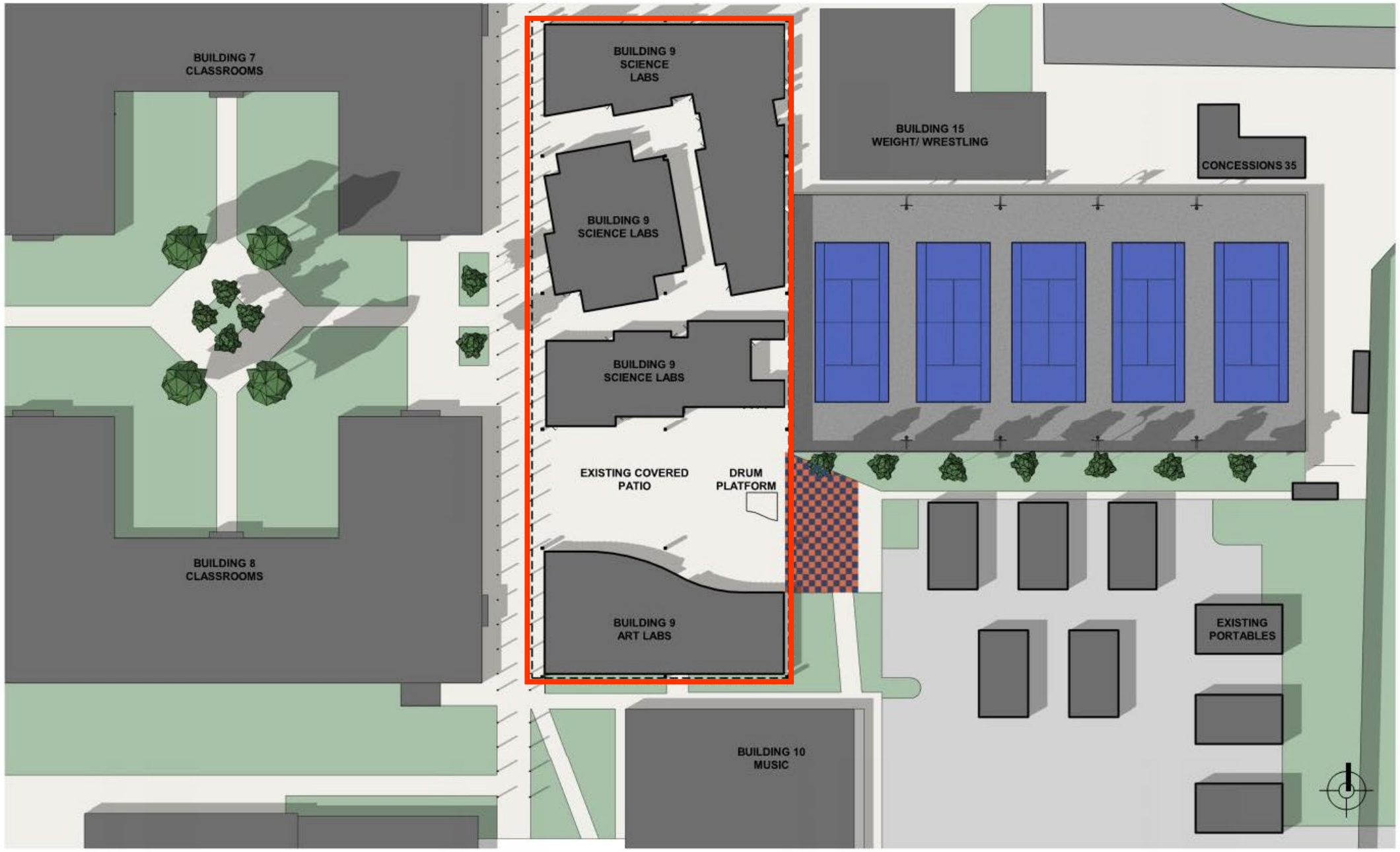
Attachments:
Southeast High School Project - added November 4, 2022



Southeast High School

Science & Art Addition

ROWE ARCHITECTS INCORPORATED



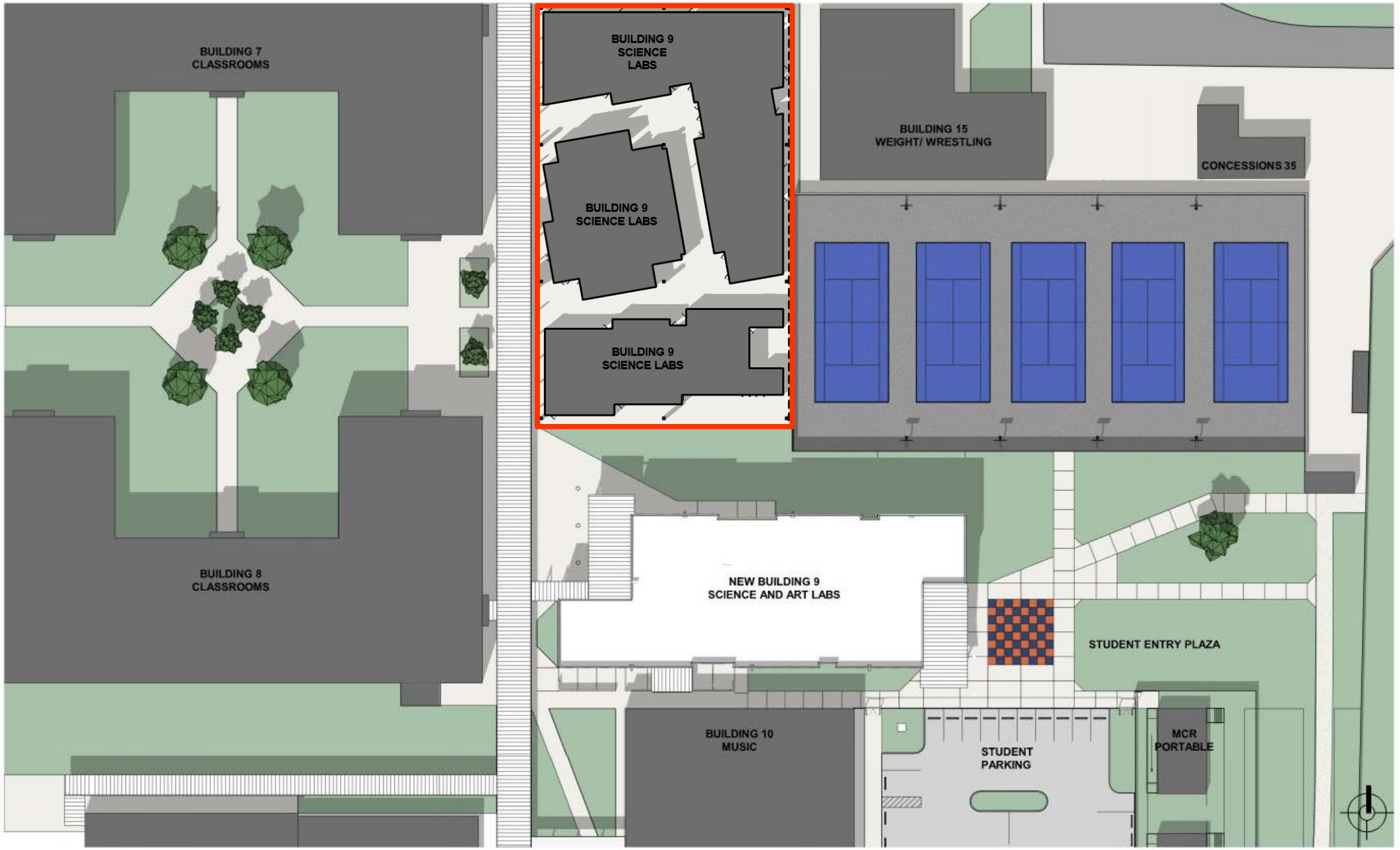
ROWE ARCHITECTS
INCORPORATED

100 Madison Street, Suite 200
Tampa, Florida 33602.4704
www.RoweArchitects.com
Phone 813.221.8771
AR0013510

SCHOOL DISTRICT OF MANATEE COUNTY

SOUTHEAST HIGH SCHOOL
SCIENCE & ART ADDITION

EXISTING SITE PLAN



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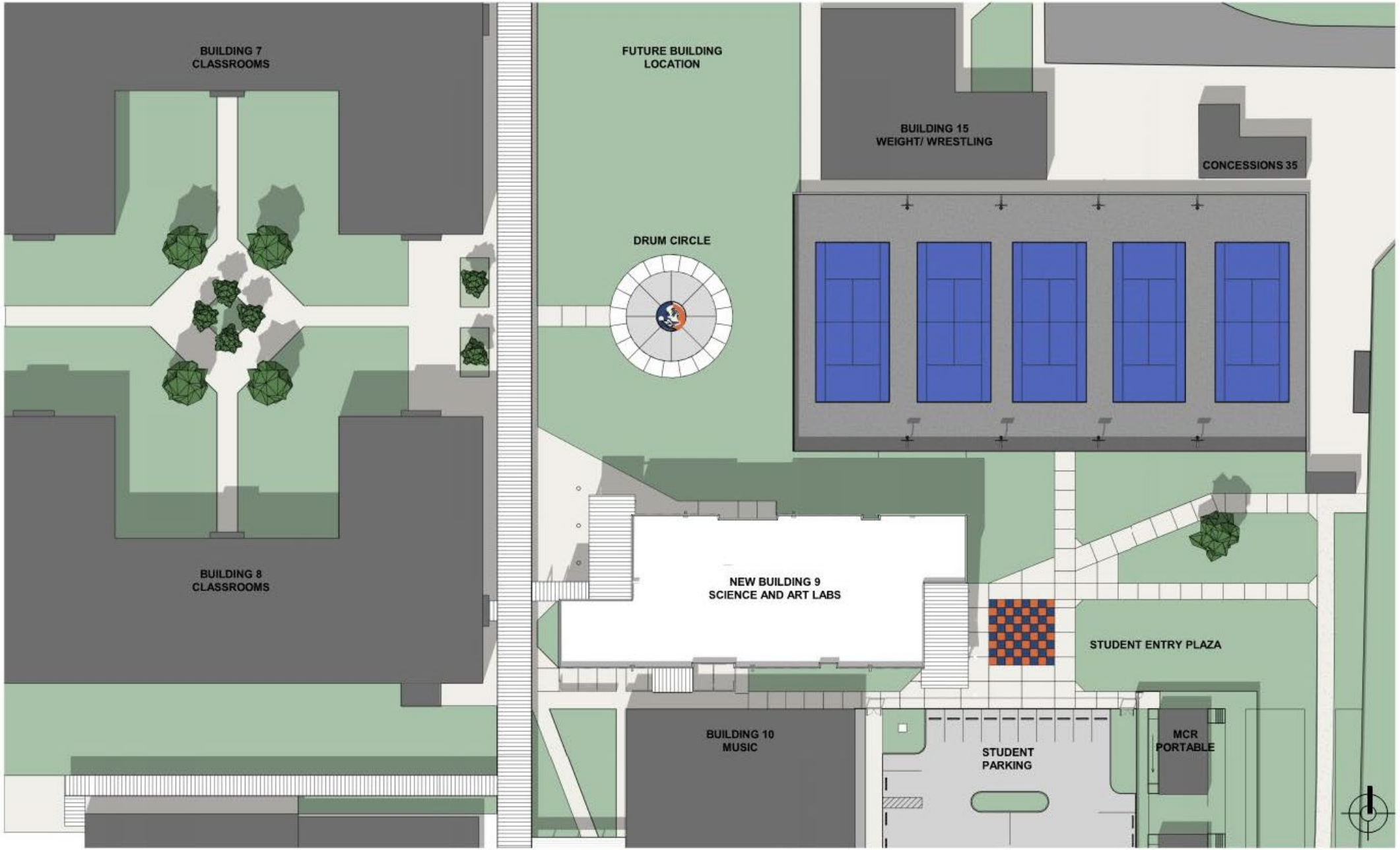
SCHOOL DISTRICT OF MANATEE COUNTY

SOUTHEAST HIGH SCHOOL
SCIENCE & ART ADDITION

PROPOSED SITE PLAN



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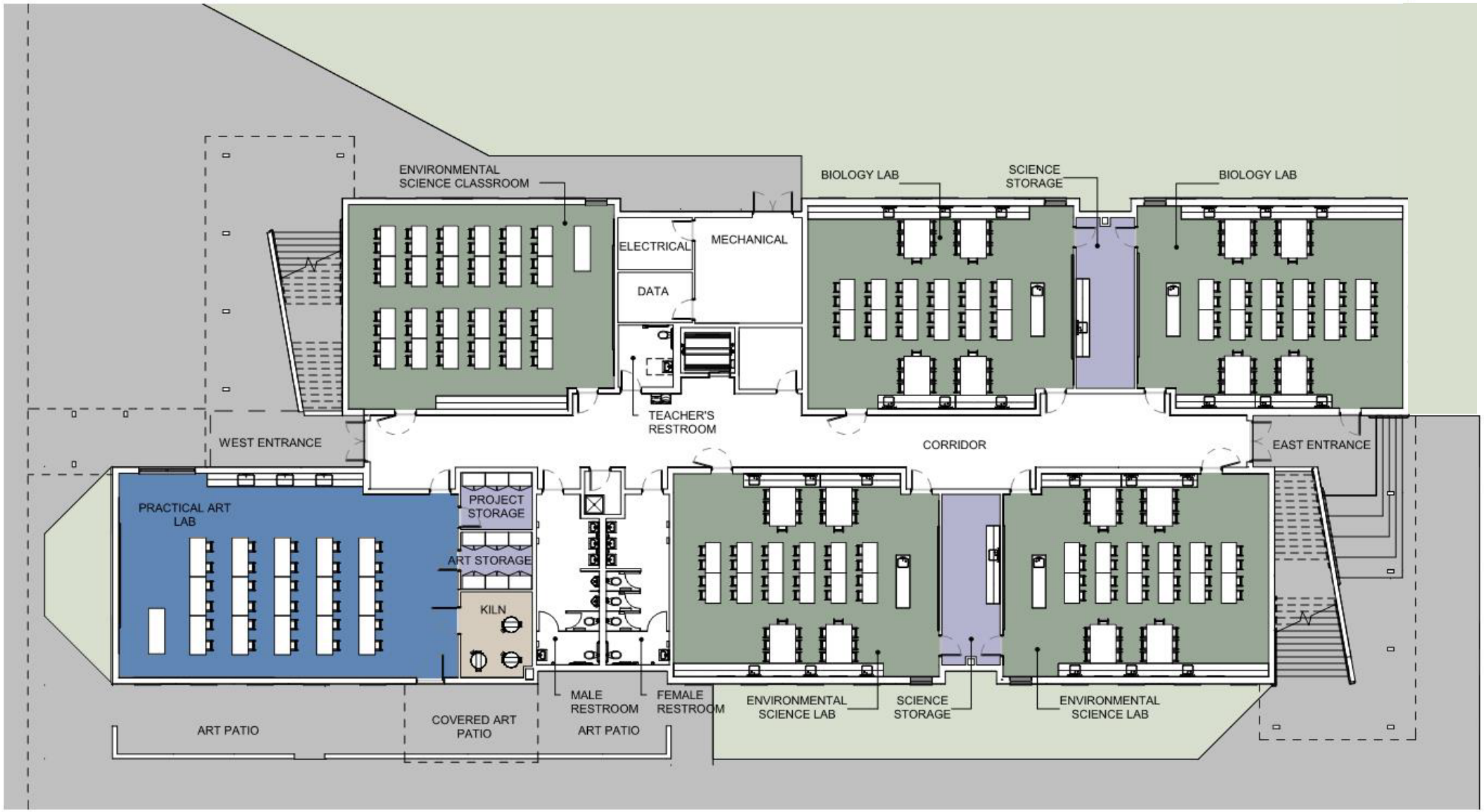
SCHOOL DISTRICT OF MANATEE COUNTY

SOUTHEAST HIGH SCHOOL
SCIENCE & ART ADDITION

PROPOSED SITE PLAN



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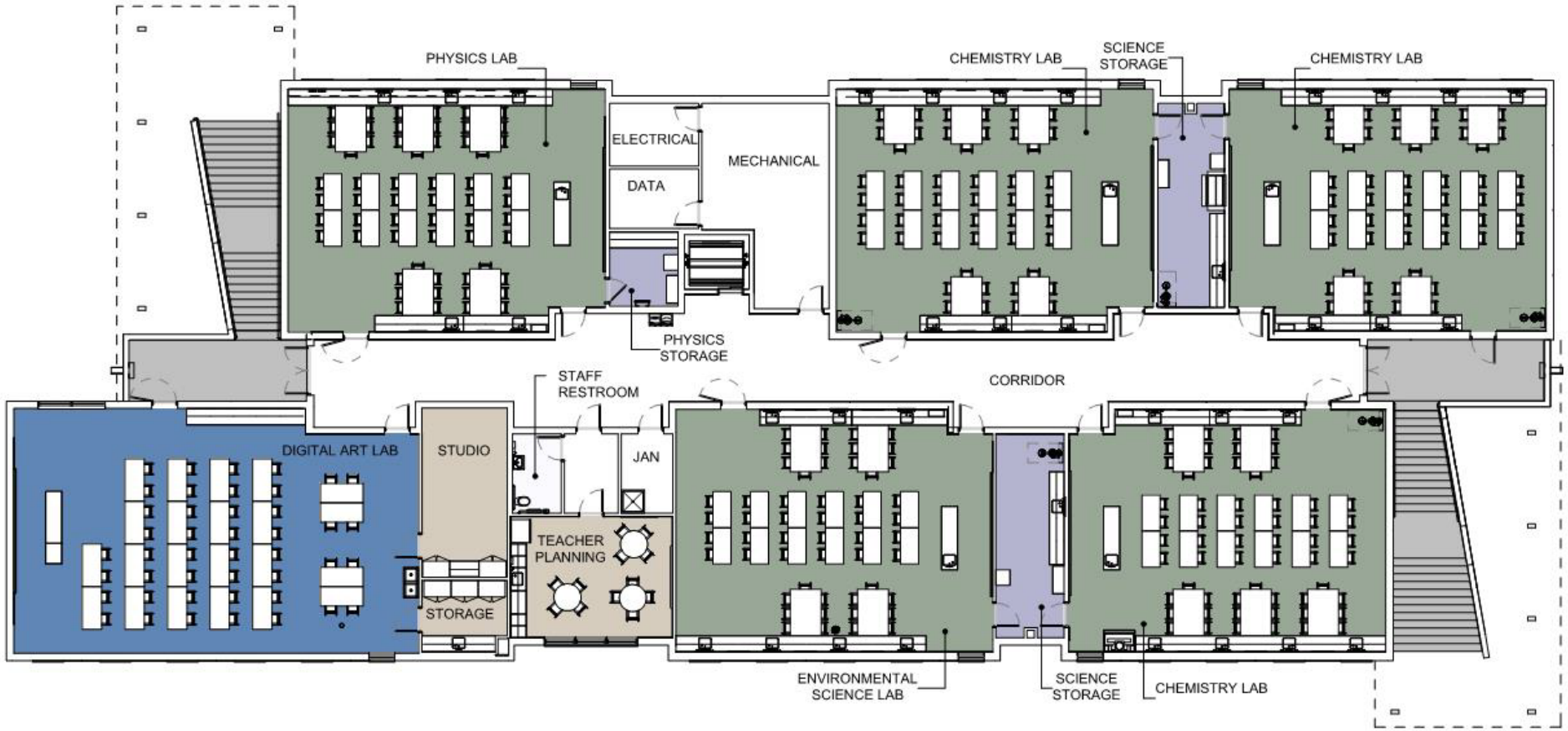
SCHOOL DISTRICT OF MANATEE COUNTY

SOUTHEAST HIGH SCHOOL
SCIENCE & ART ADDITION

PROPOSED BUILDING 9 FIRST FLOOR PLAN



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SCHOOL DISTRICT OF MANATEE COUNTY

SOUTHEAST HIGH SCHOOL
SCIENCE & ART ADDITION

PROPOSED BUILDING 9 SECOND FLOOR PLAN



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SCHOOL DISTRICT OF MANATEE COUNTY

SOUTHEAST HIGH SCHOOL
SCIENCE & ART ADDITION

PERSPECTIVE VIEW FROM NORTHWEST



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SCHOOL DISTRICT OF MANATEE COUNTY

SOUTHEAST HIGH SCHOOL
SCIENCE & ART ADDITION

PERSPECTIVE VIEW FROM SOUTHEAST

SOUTHEAST HIGH SCHOOL SCIENCE & ART ADDITION

GMP OVERVIEW

CONSTRUCTABILITY – No major coordination or design issues at the GMP deliverable.

CONSTRUCTION GMP

GMP 1 – Early Release – Portable Relocation & B-9 South Demolition
GMP 2 – Early Procurement – Long Lead Time Materials and Equipment
GMP 3 – Balance of Work – Science & Art Addition + B-9 North Demo & Site Restoration

GUARANTEED MAXIMUM PRICE (GMP) CONTRACT SUM - $13,246,067
2022-23 CAPITAL BUDGET CONSTRUCTION ALLOCATION - $14,055,021

MARKET ESCALATION/ MATERIAL & LABOR AVAILABILITY

- **LEAD TIMES** – Material and Equipment availability still a variable due to supply chain
- **EARLY PROCUREMENT** – Tandem has addressed all current/known concerns
- **ELEVATED ATTENTION** – Constant priority to material & equipment procurement and delivery
- **LABOR AVAILABILITY** – Challenges are still present

SOUTHEAST HIGH SCHOOL SCIENCE & ART ADDITION

PROJECT SCHEDULE

- GMP Approval – November 8, 2022
- Notice to Proceed – November 9, 2022
- Mobilization – November 10, 2022
- Science & Art Building Substantial Completion – December 15, 2023
- Building 9 Demolition/Restoration & Project Final Completion – August 30, 2024

		2022				2023												2024							
MILESTONES	**DATES**	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
BUILDING PERMIT	**9/19/2022 – 11/7/2022**																								
SDMC BOARD GMP APPROVAL	**10/17/2022 – 11/8/2022**																								
CM MOBILIZATION	**11/10/2022**																								
CONSTRUCTION																									
Science and Art Building	**11/10/2022 – 12/15/2023**																								
B-9 Demo/Site Restoration	**6/3/2024 – 8/30/2024**																								

FINAL COMPLETION AUGUST 30, 2024

AGENDA ITEM NO. 9.1

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Lorraine Road Dental Care

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Lorraine Road Dental Care for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Lorraine Road Dental Care

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

AGREEMENT for affiliation with Lorraine Road Dental Care

Address: 7385 University Parkway Bradenton, FL 34202

This agreement is made this 9th day of November 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Lorraine Road Dental Care (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Lorraine Road Dental Care for clinical experience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

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

IN WITNESS WHEREOF, Lorraine Road Dental Care and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By._____
Superintendent, School District of Manatee County

Date_____ By_____
Chair, School Board of Manatee County

Date_____ By._____
Mitchell Teitelbaum, Esq General Counsel

Date 10/4/22 By_____
(Affiliating Site Authorized Signature)
Title: Practice Manager.

MTC 2021-22 rev 008

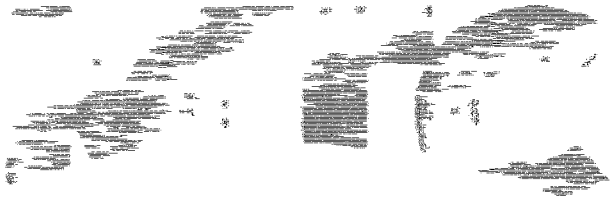
MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Lorraine Road Dental Care



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

MANATEE TECHNICAL COLLEGE

Jennifer Gilray, Ed.D.
Assistant Director

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

School Board of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Rev. James Golden, CHAIR*
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J Gallagher Risk Management Services, Inc
101 S Main Street, Suite 200
Decatur IL 62523

CONTACT NAME: Jen Larson
PHONE (A/C, No, Ext): 217-233-3339 FAX (A/C, No): 217-428-0865
E-MAIL ADDRESS: jen_larson@ajg com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Columbia Casualty Company	31127
INSURER B: Continental Insurance Company	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED HEARDEN-01
Heartland Dental Holding Corporation
Heartland Dental, LLC
1200 Network Centre Drive, Suite 2
Effingham IL 62401

COVERAGES **CERTIFICATE NUMBER:** 1730612079 **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		DPA0653265388	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000 000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 3 000 000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1 000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			6072669188	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ n/a							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE EA EMPLOYEE	$
							E L. DISEASE - POLICY LIMIT	$
A	Dental Professional Liability			DPA0653265388	10/1/2022	10/1/2023	Per Claim Aggregate	$1,000 000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED INCLUDES Comfortable Care Dental Health Professionals, PA Manatee Technical College - East Campus is shown as additional insured solely with respect to general liability coverage as evidenced herein as required by written contract with respect to the following locations Lakeside Family Dentistry 1022 West State Road 436, Suite 1008 Altamonte Springs FL Altamonte Springs Family Dentistry 515 East Altamonte Drive, Suite 1022 Altamonte Springs FL Bonita Dental Arts 25000 Bernwood Drive Bonita Springs FL Bonita Estero Dental Group 24940 South Tamiami Trail, Ste 202 Bonita Springs FL Creekwood Dental 5210 Creekwood Boulevard Bradenton FL Family Dental Care of South Bradenton 3563 53rd Ave West Bradenton FL Bradenton Smiles Dentistry 8605 State Road 70 Bradenton FL Lifetime Dentistry of Bradenton 10708 S 64 Bradenton FL Lorraine Road Dental Care 7385 University Pkwy Bradenton
FL SmileWright Dental Center 1202 Millennium Parkway Brandon FL The Dentist Place - Brooksville 12009 Cortez Boulevard Brooksville FL The Dentist Place for

CERTIFICATE HOLDER

Manatee Technical College - East Campus
5520 Lakewood Ranch Blvd
Bradenton FL 34211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services Inc	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive Suite 2 Effingham IL 62401
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

2529 Santa Barbara Blvd Cape Coral FL Complete Dental Care of South Florida 819 Del Prado Blvd South Cape Coral FL Howell Branch Dental Care 2525 Howell
Branch Road, Suite 1051 Casselberry FL Front Street Family Dentistry 609 Front Street Celebration FL Champions Gate Dentistry 8225 Champions Gate Blvd Championsgate FL Comfortable Care - Clearwater 2532 State Road 580 Suite F Clearwater FL Royal Oaks Dental 2105 Hartwood Marsh Rd , Suite 3 Clermont FL
Citrus Tower Family Dental 1381 Citrus Tower Boulevard Suite 101 Clermont FL Citrus Grove Dental Care 2620 East Hwy 50, Ste 100 Clermont FL Clermont Endodontic Specialists 265 Hatteras Ave Ste 2 Clermont FL Coconut Creek Winning Smiles 6532 North State Road 7 Coconut Creek FL Dental Care of Davenport
7551 Osceola Polk Line Road Davenport (Reunion) FL DeBary Dental Care 415 Summerhaven Drive DeBary FL Atlantic Family Dental 5065 W Atlantic Ave Delray
Beach FL Dental Care of Deltona 1573 Saxon Blvd Ste 100 Deltona FL Dunedin Dental Care 1100 Pinehurst Road Dunedin FL Complete Dentistry of Estero 21300
Towns Common Drive Estero FL Dental Care at Grande Oak 20330 Grande Oak Shoppes Boulevard Estero FL Coconut Point Dental Care 23250 Via Villagio Estero
FL Island Walk Dental Care 1647 County Road 220 Suite 101 Fleming Island FL Coral Ridge Dental Arts 1831 NE 45th Street, Ste B Fort Lauderdale FL First Impressions Smile Center 1500 East Broward Blvd Fort Lauderdale FL Bell Tower Dental Care 5245 Big Pine Way Ste 103 Fort Meyers FL Family Oral Health Associates 1405 South 25th Street Ste B Fort Pierce FL Advanced Technology & Laser Dentistry 17640 S Tamiami Trail, Suite 300 Ft. Myers FL Family Dental of
Fort Myers 9011 Daniels Pkwy, Unit 105 Ft Myers FL University Family Dentistry 1230 N W 9th Avenue Gainesville FL Gainesville Family Dentistry 5622 NW 43rd
Street Gainesville FL Baymeadows Junction Dental Care 8206 Phillips Highway, Suite 21 Jacksonville FL Bartram Family Dental Care 13720 Old St. Augustine Road Suite 5 Jacksonville FL Arlington River Family Dental 456 University Blvd North Jacksonville FL Oakleaf Family Dentistry 9590 Applecross Road Suite 106 Jacksonville FL Beautiful Smiles Dental Care 3810 Williamsburg Park Suite 5 Jacksonville FL Smiles on Beach Boulevard 13794 Beach Blvd Jacksonville FL Skymarks Family Dental Care 790 Skymarks Drive Jacksonville FL Reedy Branch Family Dentistry 10920 Baymeadows Road Jacksonville FL Downtown Dental Associates 223 W Adams St Jacksonville FL Sandalwood Dental Care 1795 Kernan Blvd South Unit 101 Jacksonville FL Lifetime Dentistry of Lady Lake 13851 N
US Highway 441 Lady Lake FL Complete Dental of Lake City 2790 W US Hwy 90 Lake City FL BayTree Family Dental 350 Waymont Court Lake Mary FL Williston
Family Dental 910 Williston Park Pointe, Suite 2000 Lake Mary FL Lake Wales Dentistry 24174 Hwy 27 Ste 200 Lake Wales FL Mission Lakes Dental Care 5516 S
State Road 7 Ste 132/134 Lake Worth FL Village Plaza Dental Designs 4204 US Hwy 98 N - Suite 100 Lakeland FL Family Dental of Lakeside Village 1375 Town
Center Drive Lakeland FL Dental Designs of Lakeland 2222 East County Road 540A Lakeland FL Lakeland Dentistry 4335 Highland Park Blvd Lakeland FL Lake
Gibson Dental Center 6440 Pearce Road Lakeland FL Family Dental Care 4455 Florida National Drive Lakeland FL Highland City Dental Care 5170 Dave Robins
Way Lakeland FL Smiles at Lakewood Ranch 14606 State Rd 70 East Lakewood Ranch FL Dental Care of Largo 1511 Indian Rocks Road Largo FL Family Dentistry
of Largo 3700 East Bay Dr Largo FL Total Health Dentistry 5781 Lee Blvd Ste 103 Lehigh Acres FL Bayberry Dental 16220 Bayberry Glen Drive Lithia FL Longwood
Family Dentistry 1385 West Highway 434, Suite 203 Longwood FL Melbourne Family Dental 2900 Lake Washington Rd - Suite 2 &3 Melbourne FL Portofino Bay Dental Care 6340 N Wickham Rd Ste 101 Melbourne FL Beautiful Smiles by Design 8525 SW 92 St Bldg A Ste 3-B Miami FL Complete Dental Care at West Bird -
Miami FL 11467 SW 40th St Miami FL Dentistry of Miami 7800 SW 87th Ave, Suite A-140 Miami FL Middleburg Family Dental Care 1776 Blanding Blvd Middleburg FL
Imperial Lakes Dental Care 2110 Shepherd Rd Mulberry FL Renaissance Aesthetic Dentistry 12260 E Tamiami Naples FL Mission Hills Dentistry 7485 Vanderbilt
Beach Road Naples FL Bellaire Bay Dental Care 8921 Immokalee Road Naples FL Naples Premier Dentistry 12840 Tamiami Trail N Naples FL Grand Lely Dental
Care 7705 Collier Blvd Unit 404 Naples FL Hammock Gardens Dental Care 2327 State Road 44 New Smyrna Beach FL Little Road Dental Care 8267 Little Road New Port Richey FL Grand Dental of New Port Richey 4530 Grand Blvd New Port Richey FL Okaloosa Family Dentistry 1386 E John Sims Parkway Niceville FL
Sumter Dental Care 1339 North Sumter Blvd North Port FL Price Creek Dentistry 251 Toledo Blad Blvd North Port FL North Port Oral Surgery and General Dentistry
2787 Sycamore St #106 North Port FL All Aspects Dental 301 S Tubb Street, D-2 Oakland FL The Dentist Place of Ocala 2760 S E 17th Street, Suite 600 Ocala FL
Oakridge Dental Care 9590 SW Hwy 200 Unit 7 Ocala FL Smiles at Heathbrook 4608 SW College Road Ocala FL Colonial Drive Family Dentistry 10169 W Colonial
Drive Ocoee FL Dental Care at Trinity Lakes 12450 State Road Odessa FL Okeechobee Dental Care 175 SW 28th Street Okeechobee FL Bay Arbor Dental Care 3685 Tampa Road Ste 100 Oldsmar FL The Dentist Place - Orange Park 1695 Wells Road Orange Park FL Dental Care at Eagle Landing 1081 Oakleaf Plantation
Pkwy Orange Park FL Waterford Center Family & Cosmetic Dentistry 12780 Waterford Lakes Parkway Suite 105 Orlando FL Baldwin Park Family Dentay 4808 New
Broad Street Orlando FL DellagioDentist.com 8060 Via Dellagio Way Suite 202 Orlando FL Lee Vista Dental 8624 Lee Vista Boulevard Orlando FL Fairwater Dental
Group 1221 West Fairbanks Ave Orlando FL Smiles for Life 5724 Hansel Avenue Orlando FL Modern Smiles Dentistry 13816 Narcoossee Road, Ste B Orlando FL
Lake Nona Family Dentistry 9625 Lake Nona Village Place Orlando FL Corner Lake Family Dental 16729 East Colonial Drive, Ste 151 Orlando FL Econ River

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services, Inc.	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive, Suite 2 Effingham IL 62401
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

Dental Design at Lakeside Village 7828 Winter Garden Vineland Road, Suite 128 Windermere FL Dental Care at Westside Shoppes 11625 Lachlan Lane Windermere FL Winter Garden Village Dental 3311 Daniels Road, Suite 108 Winter Garden FL 6715 Thomasville Rd Tallahassee FL Tamiami Trail Dental Care 1250
Tamiami Trail N, Ste 107 Naples FL Prosthodontic Associates of Florida 2500 East Hallandale Beach Blvd, Ste 700 Hallandale Beach FL Hamling Grove Dental Care 16412 New Independence Parkway Winter Garden FL Lake Hancock Dental Care 16017 New Independence Pkwy Winter Garden FL Concourse Dental Care
463787 State Road 200 Yulee FL Complete Dental At Lakeside 2715 W Fairbanks Ave , Ste 100 Winter Park FL Ideal Dentistry 801 Ohio Ave Lynn Haven FL

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Heartland Dental Holding Corporation
BLANKET ADDITIONAL INSURED ENDORSEMENT GENERAL LIABILITY

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the **Commercial General Liability Coverage Part** as follows:

1. The section entitled **WHO IS AN INSURED** is amended with the addition of the following.

   We agree with **you** that coverage shall apply to any mortgagee, landlord or lessor of leased equipment (hereafter called an Additional Insured), that you are required in a written contract to name as an insured, but only with respect to the additional insured's liability arising out of the maintenance, operation or use by **you** of the premises and/or leased equipment, subject to the following provisions as set forth below:

   a. such written contract or agreement is in effect or will take effect during the term of this policy;
   b. such written contract or agreement is executed prior to the **injury** or **damage** which gives rise to a **claim**;
   c. such written contract or agreement is in effect at the time of the **occurrence** which caused the **injury or damage** complained of.

2. The Limits of Insurance applicable to such additional insured are those specified in the Declarations. However, the limits of insurance shall not exceed the limits of insurance set forth in the written contract or agreement if less than the limits shown on the Declarations. In no event shall the limits of liability or coverages in the coverage form be increased by such written contract These Limits of Insurance are inclusive of, and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage provided under the terms of paragraphs 1. and 2. of this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is stated as primary, excess, contingent or on any other basis, including self insured retention or deductible unless such written contract specifically requires that this insurance be primary and non-contributory,

4. Solely with respect to coverage pursuant to the terms of this endorsement, Section **II. Exclusions/Restrictions** is amended with the addition of the following exclusion:

   - This insurance does not apply to any liability for injury or damage which is caused by the sole negligence of such additional insured

All other terms and conditions of the Policy remain unchanged

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



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WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the Policy as follows:

The **Commercial General Liability Coverage Part,** the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended with the addition of the following terms and conditions:

Notwithstanding, we waive any right of recovery we may have against any person or entity specified below provided that:

a. **you** have a contract with such person or entity that requires such a waiver:

b. such contract is currently in effect or will take effect during the term of this policy; and

c. such contract is executed prior to the **injury** or **damage** of any nature or kind which is the basis for the **claim** against **you** and which gives rise to our right of recovery against such person or entity.

Specified Person or Entity

Any person/entity with whom the insured has agreed to waive rights of recovery

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Fictitious Name Detail

Fictitious Name

LORRAINE ROAD DENTAL CARE

Filing Information

Registration Number	G18000117560
Status	ACTIVE
Filed Date	10/31/2018
Expiration Date	12/31/2023
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

7385 UNIVERSITY PKWY
BRADENTON, FL 34202

Owner Information

COMFORTABLE CARE DENTAL HEALTH PROFESSIONALS PA
1200 NETWORK CENTRE DR
EFFINGHAM, IL 62401
FEI/EIN Number: 20-0185918
Document Number: P03000094690

Document Images

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AGENDA ITEM NO. 9.2

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Dental Care at Ward Lake

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Dental Care at Ward Lake for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Dental Care at Ward Lake

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

AGREEMENT for affiliation with Dental Care at Ward Lake

Address: 6640 Intech Blvd Suite 270 Indianapolis, IN 46278

This agreement is made this 9th day of November 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Dental Care at Ward Lake (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Dental Care at Ward Lake for clinical experience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

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

IN WITNESS WHEREOF, Dental Care at Ward Lake and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By.

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 10/6/2022 By: Jennifer Burke

(Affiliating Site Authorized Signature)

Title: PMO

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Dental Care at Ward Lake

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Rev. James Golden, CHAIR*
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J Gallagher Risk Management Services, Inc
101 S Main Street, Suite 200
Decatur IL 62523

CONTACT NAME: Jen Larson
PHONE (A/C, No, Ext): 217-233-3339 FAX (A/C, No): 217-428-0865
E-MAIL ADDRESS: jen_larson@ajg com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Columbia Casualty Company	31127
INSURER B: Continental Insurance Company	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED HEARDEN-01
Heartland Dental Holding Corporation
Heartland Dental, LLC
1200 Network Centre Drive, Suite 2
Effingham IL 62401

COVERAGES **CERTIFICATE NUMBER:** 1730612079 **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		DPA0653265388	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000 000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 3 000 000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1 000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			6072669188	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ n/a							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE EA EMPLOYEE	$
							E L. DISEASE - POLICY LIMIT	$
A	Dental Professional Liability			DPA0653265388	10/1/2022	10/1/2023	Per Claim	$1,000 000
							Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED INCLUDES Comfortable Care Dental Health Professionals, PA Manatee Technical College - East Campus is shown as additional insured solely with respect to general liability coverage as evidenced herein as required by written contract with respect to the following locations Lakeside Family Dentistry 1022 West State Road 436, Suite 1008 Altamonte Springs FL Altamonte Springs Family Dentistry 515 East Altamonte Drive, Suite 1022 Altamonte Springs FL Bonita Dental Arts 25000 Bernwood Drive Bonita Springs FL Bonita Estero Dental Group 24940 South Tamiami Trail, Ste 202 Bonita Springs FL Creekwood Dental 5210 Creekwood Boulevard Bradenton FL Family Dental Care of South Bradenton 3563 53rd Ave West Bradenton FL Bradenton Smiles Dentistry 8605 State Road 70 Bradenton FL Lifetime Dentistry of Bradenton 10708 S 64 Bradenton FL Lorraine Road Dental Care 7385 University Pkwy Bradenton
FL SmileWright Dental Center 1202 Millennium Parkway Brandon FL The Dentist Place - Brooksville 12009 Cortez Boulevard Brooksville FL The Dentist Place for

CERTIFICATE HOLDER

Manatee Technical College - East Campus
5520 Lakewood Ranch Blvd
Bradenton FL 34211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services Inc	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive Suite 2 Effingham IL 62401
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

2529 Santa Barbara Blvd Cape Coral FL Complete Dental Care of South Florida 819 Del Prado Blvd South Cape Coral FL Howell Branch Dental Care 2525 Howell
Branch Road, Suite 1051 Casselberry FL Front Street Family Dentistry 609 Front Street Celebration FL Champions Gate Dentistry 8225 Champions Gate Blvd Championsgate FL Comfortable Care - Clearwater 2532 State Road 580 Suite F Clearwater FL Royal Oaks Dental 2105 Hartwood Marsh Rd , Suite 3 Clermont FL
Citrus Tower Family Dental 1381 Citrus Tower Boulevard Suite 101 Clermont FL Citrus Grove Dental Care 2620 East Hwy 50, Ste 100 Clermont FL Clermont Endodontic Specialists 265 Hatteras Ave Ste 2 Clermont FL Coconut Creek Winning Smiles 6532 North State Road 7 Coconut Creek FL Dental Care of Davenport
7551 Osceola Polk Line Road Davenport (Reunion) FL DeBary Dental Care 415 Summerhaven Drive DeBary FL Atlantic Family Dental 5065 W Atlantic Ave Delray
Beach FL Dental Care of Deltona 1573 Saxon Blvd Ste 100 Deltona FL Dunedin Dental Care 1100 Pinehurst Road Dunedin FL Complete Dentistry of Estero 21300
Towns Common Drive Estero FL Dental Care at Grande Oak 20330 Grande Oak Shoppes Boulevard Estero FL Coconut Point Dental Care 23250 Via Villagio Estero
FL Island Walk Dental Care 1647 County Road 220 Suite 101 Fleming Island FL Coral Ridge Dental Arts 1831 NE 45th Street, Ste B Fort Lauderdale FL First Impressions Smile Center 1500 East Broward Blvd Fort Lauderdale FL Bell Tower Dental Care 5245 Big Pine Way Ste 103 Fort Meyers FL Family Oral Health Associates 1405 South 25th Street Ste B Fort Pierce FL Advanced Technology & Laser Dentistry 17640 S Tamiami Trail, Suite 300 Ft. Myers FL Family Dental of
Fort Myers 9011 Daniels Pkwy, Unit 105 Ft Myers FL University Family Dentistry 1230 N W 9th Avenue Gainesville FL Gainesville Family Dentistry 5622 NW 43rd
Street Gainesville FL Baymeadows Junction Dental Care 8206 Phillips Highway, Suite 21 Jacksonville FL Bartram Family Dental Care 13720 Old St. Augustine Road Suite 5 Jacksonville FL Arlington River Family Dental 456 University Blvd North Jacksonville FL Oakleaf Family Dentistry 9590 Applecross Road Suite 106 Jacksonville FL Beautiful Smiles Dental Care 3810 Williamsburg Park Suite 5 Jacksonville FL Smiles on Beach Boulevard 13794 Beach Blvd Jacksonville FL Skymarks Family Dental Care 790 Skymarks Drive Jacksonville FL Reedy Branch Family Dentistry 10920 Baymeadows Road Jacksonville FL Downtown Dental Associates 223 W Adams St Jacksonville FL Sandalwood Dental Care 1795 Kernan Blvd South Unit 101 Jacksonville FL Lifetime Dentistry of Lady Lake 13851 N
US Highway 441 Lady Lake FL Complete Dental of Lake City 2790 W US Hwy 90 Lake City FL BayTree Family Dental 350 Waymont Court Lake Mary FL Williston
Family Dental 910 Williston Park Pointe, Suite 2000 Lake Mary FL Lake Wales Dentistry 24174 Hwy 27 Ste 200 Lake Wales FL Mission Lakes Dental Care 5516 S
State Road 7 Ste 132/134 Lake Worth FL Village Plaza Dental Designs 4204 US Hwy 98 N - Suite 100 Lakeland FL Family Dental of Lakeside Village 1375 Town
Center Drive Lakeland FL Dental Designs of Lakeland 2222 East County Road 540A Lakeland FL Lakeland Dentistry 4335 Highland Park Blvd Lakeland FL Lake
Gibson Dental Center 6440 Pearce Road Lakeland FL Family Dental Care 4455 Florida National Drive Lakeland FL Highland City Dental Care 5170 Dave Robins
Way Lakeland FL Smiles at Lakewood Ranch 14606 State Rd 70 East Lakewood Ranch FL Dental Care of Largo 1511 Indian Rocks Road Largo FL Family Dentistry
of Largo 3700 East Bay Dr Largo FL Total Health Dentistry 5781 Lee Blvd Ste 103 Lehigh Acres FL Bayberry Dental 16220 Bayberry Glen Drive Lithia FL Longwood
Family Dentistry 1385 West Highway 434, Suite 203 Longwood FL Melbourne Family Dental 2900 Lake Washington Rd - Suite 2 &3 Melbourne FL Portofino Bay Dental Care 6340 N Wickham Rd Ste 101 Melbourne FL Beautiful Smiles by Design 8525 SW 92 St Bldg A Ste 3-B Miami FL Complete Dental Care at West Bird -
Miami FL 11467 SW 40th St Miami FL Dentistry of Miami 7800 SW 87th Ave, Suite A-140 Miami FL Middleburg Family Dental Care 1776 Blanding Blvd Middleburg FL
Imperial Lakes Dental Care 2110 Shepherd Rd Mulberry FL Renaissance Aesthetic Dentistry 12260 E Tamiami Naples FL Mission Hills Dentistry 7485 Vanderbilt
Beach Road Naples FL Bellaire Bay Dental Care 8921 Immokalee Road Naples FL Naples Premier Dentistry 12840 Tamiami Trail N Naples FL Grand Lely Dental
Care 7705 Collier Blvd Unit 404 Naples FL Hammock Gardens Dental Care 2327 State Road 44 New Smyrna Beach FL Little Road Dental Care 8267 Little Road New Port Richey FL Grand Dental of New Port Richey 4530 Grand Blvd New Port Richey FL Okaloosa Family Dentistry 1386 E John Sims Parkway Niceville FL
Sumter Dental Care 1339 North Sumter Blvd North Port FL Price Creek Dentistry 251 Toledo Blad Blvd North Port FL North Port Oral Surgery and General Dentistry
2787 Sycamore St #106 North Port FL All Aspects Dental 301 S Tubb Street, D-2 Oakland FL The Dentist Place of Ocala 2760 S E 17th Street, Suite 600 Ocala FL
Oakridge Dental Care 9590 SW Hwy 200 Unit 7 Ocala FL Smiles at Heathbrook 4608 SW College Road Ocala FL Colonial Drive Family Dentistry 10169 W Colonial
Drive Ocoee FL Dental Care at Trinity Lakes 12450 State Road Odessa FL Okeechobee Dental Care 175 SW 28th Street Okeechobee FL Bay Arbor Dental Care 3685 Tampa Road Ste 100 Oldsmar FL The Dentist Place - Orange Park 1695 Wells Road Orange Park FL Dental Care at Eagle Landing 1081 Oakleaf Plantation
Pkwy Orange Park FL Waterford Center Family & Cosmetic Dentistry 12780 Waterford Lakes Parkway Suite 105 Orlando FL Baldwin Park Family Dentay 4808 New
Broad Street Orlando FL DellagioDentist.com 8060 Via Dellagio Way Suite 202 Orlando FL Lee Vista Dental 8624 Lee Vista Boulevard Orlando FL Fairwater Dental
Group 1221 West Fairbanks Ave Orlando FL Smiles for Life 5724 Hansel Avenue Orlando FL Modern Smiles Dentistry 13816 Narcoossee Road, Ste B Orlando FL
Lake Nona Family Dentistry 9625 Lake Nona Village Place Orlando FL Corner Lake Family Dental 16729 East Colonial Drive, Ste 151 Orlando FL Econ River

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services, Inc.	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive, Suite 2 Effingham IL 62401
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

Dental Design at Lakeside Village 7828 Winter Garden Vineland Road, Suite 128 Windermere FL Dental Care at Westside Shoppes 11625 Lachlan Lane Windermere FL Winter Garden Village Dental 3311 Daniels Road, Suite 108 Winter Garden FL 6715 Thomasville Rd Tallahassee FL Tamiami Trail Dental Care 1250
Tamiami Trail N, Ste 107 Naples FL Prosthodontic Associates of Florida 2500 East Hallandale Beach Blvd, Ste 700 Hallandale Beach FL Hamling Grove Dental Care 16412 New Independence Parkway Winter Garden FL Lake Hancock Dental Care 16017 New Independence Pkwy Winter Garden FL Concourse Dental Care
463787 State Road 200 Yulee FL Complete Dental At Lakeside 2715 W Fairbanks Ave , Ste 100 Winter Park FL Ideal Dentistry 801 Ohio Ave Lynn Haven FL

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Heartland Dental Holding Corporation

BLANKET ADDITIONAL INSURED ENDORSEMENT GENERAL LIABILITY

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the **Commercial General Liability Coverage Part** as follows:

1. The section entitled **WHO IS AN INSURED** is amended with the addition of the following.

   We agree with **you** that coverage shall apply to any mortgagee, landlord or lessor of leased equipment (hereafter called an Additional Insured), that you are required in a written contract to name as an insured, but only with respect to the additional insured's liability arising out of the maintenance, operation or use by **you** of the premises and/or leased equipment, subject to the following provisions as set forth below:

   a. such written contract or agreement is in effect or will take effect during the term of this policy;
   b. such written contract or agreement is executed prior to the **injury** or **damage** which gives rise to a **claim**;
   c. such written contract or agreement is in effect at the time of the **occurrence** which caused the **injury or damage** complained of.

2. The Limits of Insurance applicable to such additional insured are those specified in the Declarations. However, the limits of insurance shall not exceed the limits of insurance set forth in the written contract or agreement if less than the limits shown on the Declarations. In no event shall the limits of liability or coverages in the coverage form be increased by such written contract These Limits of Insurance are inclusive of, and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage provided under the terms of paragraphs 1. and 2. of this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is stated as primary, excess, contingent or on any other basis, including self insured retention or deductible unless such written contract specifically requires that this insurance be primary and non-contributory,

4. Solely with respect to coverage pursuant to the terms of this endorsement, Section **II. Exclusions/Restrictions** is amended with the addition of the following exclusion:

   - This insurance does not apply to any liability for injury or damage which is caused by the sole negligence of such additional insured

All other terms and conditions of the Policy remain unchanged

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the Policy as follows:

The **Commercial General Liability Coverage Part,** the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended with the addition of the following terms and conditions:

Notwithstanding, we waive any right of recovery we may have against any person or entity specified below provided that:

a. **you** have a contract with such person or entity that requires such a waiver:

b. such contract is currently in effect or will take effect during the term of this policy; and

c. such contract is executed prior to the **injury** or **damage** of any nature or kind which is the basis for the **claim** against **you** and which gives rise to our right of recovery against such person or entity.

Specified Person or Entity

Any person/entity with whom the insured has agreed to waive rights of recovery

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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No Filing History

Submit

Fictitious Name Detail

Fictitious Name

DENTAL CARE AT WARD LAKE

Filing Information

Registration Number	G19000065293
Status	ACTIVE
Filed Date	06/06/2019
Expiration Date	12/31/2024
Current Owners	1
County	MANATEE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

6640 INTEK BLVD
SUITE 270
INDIANAPOLIS, IN 46278

Owner Information

COMFORTABLE CARE DENTAL HEALTH PROFESSIONALS, P.A.
1200 NETWORK CENTRE DR
EFFINGHAM, IL 62401
FEI/EIN Number: 20-0185918
Document Number: P03000094690

Document Images

06/06/2019 -- Fictitious Name Filing View image in PDF format

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Fictitious Name Search

No Filing History

Submit

AGENDA ITEM NO. 9.3

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and West Coast-Southern Medical Services, Inc., for Clinical Experience for Manatee Technical College (MTC) EMT/Paramedic Students for the 2022-2025 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for EMT/Paramedic: West Coast-Southern Medical Services, Inc.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and West Coast-Southern Medical Services, Inc., for clinical experience for Manatee Technical College (MTC) EMT/Paramedic students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement West Coast-Southern Medical Svcs

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

AGREEMENT for affiliation with West Coast-Southern Medical Services, Inc.

Address: (4360 55th Avenue North, St. Petersburg, FL 33714)

This agreement is made this 9th day of November 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and West Coast-Southern Medical Services, Inc. (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of West Coast-Southern Medical Services, Inc. for clinical experience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __September 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-

contractor fails to terminate said employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

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, West Coast-Southern Medical Services, Inc. and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 9/7/22 By: _____
(Affiliating Site Authorized Signature)

Title: Operations Chief

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

School Board of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Charlie Kennedy, CHAIR*
Rev. James Golden, Vice Chair
MARY FOREMAN
SCOTT L. HOPES, M.P.H., D.B.A
GINA MESSENGER

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. 11/18/2020

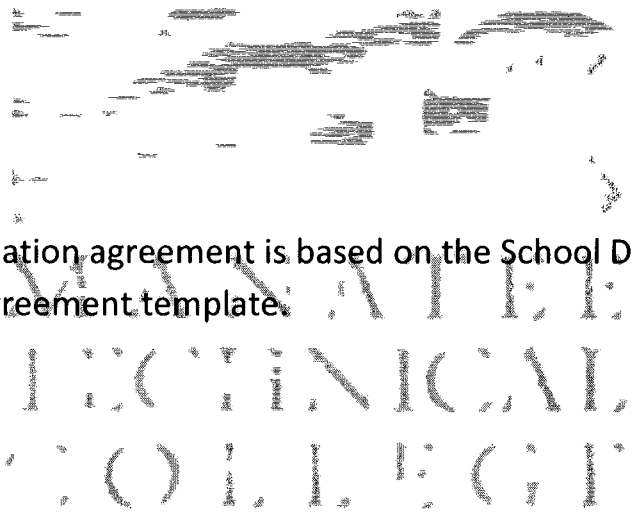
MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. West Coast-Southern Medical Services, Inc.



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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Charlie Kennedy, CHAIR**
Rev. James Golden, Vice Chair
MARY FOREMAN
SCOTT L. HOPES, M.P.H., D.B.A
GINA MESSENGER

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. 11/18/2020

WESTCCL-03 VTRENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Des Champs & Gregory, Inc.
1812 Manatee Ave W
Bradenton, FL 34205

CONTACT NAME:
PHONE (A/C, No, Ext): (941) 748-1812 FAX (A/C, No): (941) 750-0307
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Company	38970
INSURER B : Michigan Commercial Insurance	10998
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
West Coast-Southern Medical Service Inc
934 14th St W
Bradenton, FL 34205

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			MTK70002645-08	7/20/2022	7/20/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X PROFESSIONAL LIABILI						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER						PROFESSIONAL LI	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			MTA70002645-08	7/20/2022	7/20/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			WC100-0017342-2021A	12/26/2021	12/26/2022	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

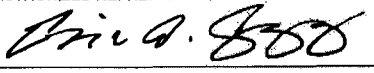
CERTIFICATE HOLDER

FOR INFORMATION PURPOSES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
WEST COAST - SOUTHERN MEDICAL SERVICE, INC.

Filing Information

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FEI/EIN Number	65-0468742
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Last Event	AMENDMENT
Event Date Filed	01/14/2010
Event Effective Date	NONE

Principal Address

934 14TH STREET WEST
BRADENTON, FL 34205

Changed 01/23/1996

Mailing Address

934 14TH STREET WEST
BRADENTON, FL 34205

Changed. 01/23/1996

Registered Agent Name & Address

SHANNON, J RAYMOND
934 14TH STREET WEST
BRADENTON, FL 34205

Address Changed 01/23/1996

Officer/Director Detail

Name & Address

Title D

SHANNON, J RAYMOND
934 14TH STREET WEST
BRADENTON, FL 34205

Title PS

SHANNON, J RAYMOND
934 14 ST W
BRADENTON, FL

Title VP

SHANNON, JOSEPH R
934 14TH STREET WEST
BRADENTON, FL 34205

Title T

SHANNON, JOSEPH R
934 14TH STREET WEST
BRADENTON, FL 34205

Annual Reports

Report Year	Filed Date
2020	01/06/2020
2021	01/04/2021
2022	01/03/2022

Document Images

01/03/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
01/06/2020 -- ANNUAL REPORT	View image in PDF format
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01/19/2015 -- ANNUAL REPORT	View image in PDF format
02/05/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
01/11/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/14/2010 -- Amendment	View image in PDF format
01/07/2010 ANNUAL REPORT	View image in PDF format
01/06/2009 -- ANNUAL REPORT	View image in PDF format
02/11/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
02/03/2006 -- ANNUAL REPORT	View image in PDF format
03/25/2005 -- ANNUAL REPORT	View image in PDF format
03/12/2004 -- ANNUAL REPORT	View image in PDF format
03/07/2003 ANNUAL REPORT	View image in PDF format
04/11/2002 -- ANNUAL REPORT	View image in PDF format

04/23/2001 -- ANNUAL REPORT	View image in PDF format
03/02/2000 -- ANNUAL REPORT	View image in PDF format
04/09/1999 -- ANNUAL REPORT	View image in PDF format
03/13/1998 -- ANNUAL REPORT	View image in PDF format
06/03/1997 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

AGENDA ITEM NO. 9.4

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Creekwood Dental

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Creekwood Dental for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Creekwood Dental

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

AGREEMENT for affiliation with Creekwood Dental

Address: 6640 Intech Blvd Suite 270 Indianapolis, IN 46278

This agreement is made this 9th day of November 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Creekwood Dental (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

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

IN WITNESS WHEREOF, Creekwood Dental and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 10-10-2022 By: Yendra Rouce

(Affiliating Site Authorized Signature)

Title: Practice Manager of Operations

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Creekwood Dental

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Rev. James Golden, CHAIR*
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J Gallagher Risk Management Services, Inc
101 S Main Street, Suite 200
Decatur IL 62523

CONTACT NAME: Jen Larson
PHONE (A/C, No, Ext): 217-233-3339 FAX (A/C, No): 217-428-0865
E-MAIL ADDRESS: jen_larson@ajg com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Columbia Casualty Company	31127
INSURER B: Continental Insurance Company	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED HEARDEN-01
Heartland Dental Holding Corporation
Heartland Dental, LLC
1200 Network Centre Drive, Suite 2
Effingham IL 62401

COVERAGES **CERTIFICATE NUMBER:** 1730612079 **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		DPA0653265388	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000 000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 3 000 000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1 000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			6072669188	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ n/a							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE EA EMPLOYEE	$
							E L. DISEASE - POLICY LIMIT	$
A	Dental Professional Liability			DPA0653265388	10/1/2022	10/1/2023	Per Claim Aggregate	$1,000 000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED INCLUDES Comfortable Care Dental Health Professionals, PA Manatee Technical College - East Campus is shown as additional insured solely with respect to general liability coverage as evidenced herein as required by written contract with respect to the following locations Lakeside Family Dentistry 1022 West State Road 436, Suite 1008 Altamonte Springs FL Altamonte Springs Family Dentistry 515 East Altamonte Drive, Suite 1022 Altamonte Springs FL Bonita Dental Arts 25000 Bernwood Drive Bonita Springs FL Bonita Estero Dental Group 24940 South Tamiami Trail, Ste 202 Bonita Springs FL Creekwood Dental 5210 Creekwood Boulevard Bradenton FL Family Dental Care of South Bradenton 3563 53rd Ave West Bradenton FL Bradenton Smiles Dentistry 8605 State Road 70 Bradenton FL Lifetime Dentistry of Bradenton 10708 S 64 Bradenton FL Lorraine Road Dental Care 7385 University Pkwy Bradenton
FL SmileWright Dental Center 1202 Millennium Parkway Brandon FL The Dentist Place - Brooksville 12009 Cortez Boulevard Brooksville FL The Dentist Place for

CERTIFICATE HOLDER

Manatee Technical College - East Campus
5520 Lakewood Ranch Blvd
Bradenton FL 34211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services Inc	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive Suite 2 Effingham IL 62401
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

2529 Santa Barbara Blvd Cape Coral FL Complete Dental Care of South Florida 819 Del Prado Blvd South Cape Coral FL Howell Branch Dental Care 2525 Howell
Branch Road, Suite 1051 Casselberry FL Front Street Family Dentistry 609 Front Street Celebration FL Champions Gate Dentistry 8225 Champions Gate Blvd Championsgate FL Comfortable Care - Clearwater 2532 State Road 580 Suite F Clearwater FL Royal Oaks Dental 2105 Hartwood Marsh Rd , Suite 3 Clermont FL
Citrus Tower Family Dental 1381 Citrus Tower Boulevard Suite 101 Clermont FL Citrus Grove Dental Care 2620 East Hwy 50, Ste 100 Clermont FL Clermont Endodontic Specialists 265 Hatteras Ave Ste 2 Clermont FL Coconut Creek Winning Smiles 6532 North State Road 7 Coconut Creek FL Dental Care of Davenport
7551 Osceola Polk Line Road Davenport (Reunion) FL DeBary Dental Care 415 Summerhaven Drive DeBary FL Atlantic Family Dental 5065 W Atlantic Ave Delray
Beach FL Dental Care of Deltona 1573 Saxon Blvd Ste 100 Deltona FL Dunedin Dental Care 1100 Pinehurst Road Dunedin FL Complete Dentistry of Estero 21300
Towns Common Drive Estero FL Dental Care at Grande Oak 20330 Grande Oak Shoppes Boulevard Estero FL Coconut Point Dental Care 23250 Via Villagio Estero
FL Island Walk Dental Care 1647 County Road 220 Suite 101 Fleming Island FL Coral Ridge Dental Arts 1831 NE 45th Street, Ste B Fort Lauderdale FL First Impressions Smile Center 1500 East Broward Blvd Fort Lauderdale FL Bell Tower Dental Care 5245 Big Pine Way Ste 103 Fort Meyers FL Family Oral Health Associates 1405 South 25th Street Ste B Fort Pierce FL Advanced Technology & Laser Dentistry 17640 S Tamiami Trail, Suite 300 Ft. Myers FL Family Dental of
Fort Myers 9011 Daniels Pkwy, Unit 105 Ft Myers FL University Family Dentistry 1230 N W 9th Avenue Gainesville FL Gainesville Family Dentistry 5622 NW 43rd
Street Gainesville FL Baymeadows Junction Dental Care 8206 Phillips Highway, Suite 21 Jacksonville FL Bartram Family Dental Care 13720 Old St. Augustine Road Suite 5 Jacksonville FL Arlington River Family Dental 456 University Blvd North Jacksonville FL Oakleaf Family Dentistry 9590 Applecross Road Suite 106 Jacksonville FL Beautiful Smiles Dental Care 3810 Williamsburg Park Suite 5 Jacksonville FL Smiles on Beach Boulevard 13794 Beach Blvd Jacksonville FL Skymarks Family Dental Care 790 Skymarks Drive Jacksonville FL Reedy Branch Family Dentistry 10920 Baymeadows Road Jacksonville FL Downtown Dental Associates 223 W Adams St Jacksonville FL Sandalwood Dental Care 1795 Kernan Blvd South Unit 101 Jacksonville FL Lifetime Dentistry of Lady Lake 13851 N
US Highway 441 Lady Lake FL Complete Dental of Lake City 2790 W US Hwy 90 Lake City FL BayTree Family Dental 350 Waymont Court Lake Mary FL Williston
Family Dental 910 Williston Park Pointe, Suite 2000 Lake Mary FL Lake Wales Dentistry 24174 Hwy 27 Ste 200 Lake Wales FL Mission Lakes Dental Care 5516 S
State Road 7 Ste 132/134 Lake Worth FL Village Plaza Dental Designs 4204 US Hwy 98 N - Suite 100 Lakeland FL Family Dental of Lakeside Village 1375 Town
Center Drive Lakeland FL Dental Designs of Lakeland 2222 East County Road 540A Lakeland FL Lakeland Dentistry 4335 Highland Park Blvd Lakeland FL Lake
Gibson Dental Center 6440 Pearce Road Lakeland FL Family Dental Care 4455 Florida National Drive Lakeland FL Highland City Dental Care 5170 Dave Robins
Way Lakeland FL Smiles at Lakewood Ranch 14606 State Rd 70 East Lakewood Ranch FL Dental Care of Largo 1511 Indian Rocks Road Largo FL Family Dentistry
of Largo 3700 East Bay Dr Largo FL Total Health Dentistry 5781 Lee Blvd Ste 103 Lehigh Acres FL Bayberry Dental 16220 Bayberry Glen Drive Lithia FL Longwood
Family Dentistry 1385 West Highway 434, Suite 203 Longwood FL Melbourne Family Dental 2900 Lake Washington Rd - Suite 2 &3 Melbourne FL Portofino Bay Dental Care 6340 N Wickham Rd Ste 101 Melbourne FL Beautiful Smiles by Design 8525 SW 92 St Bldg A Ste 3-B Miami FL Complete Dental Care at West Bird -
Miami FL 11467 SW 40th St Miami FL Dentistry of Miami 7800 SW 87th Ave, Suite A-140 Miami FL Middleburg Family Dental Care 1776 Blanding Blvd Middleburg FL
Imperial Lakes Dental Care 2110 Shepherd Rd Mulberry FL Renaissance Aesthetic Dentistry 12260 E Tamiami Naples FL Mission Hills Dentistry 7485 Vanderbilt
Beach Road Naples FL Bellaire Bay Dental Care 8921 Immokalee Road Naples FL Naples Premier Dentistry 12840 Tamiami Trail N Naples FL Grand Lely Dental
Care 7705 Collier Blvd Unit 404 Naples FL Hammock Gardens Dental Care 2327 State Road 44 New Smyrna Beach FL Little Road Dental Care 8267 Little Road New Port Richey FL Grand Dental of New Port Richey 4530 Grand Blvd New Port Richey FL Okaloosa Family Dentistry 1386 E John Sims Parkway Niceville FL
Sumter Dental Care 1339 North Sumter Blvd North Port FL Price Creek Dentistry 251 Toledo Blad Blvd North Port FL North Port Oral Surgery and General Dentistry
2787 Sycamore St #106 North Port FL All Aspects Dental 301 S Tubb Street, D-2 Oakland FL The Dentist Place of Ocala 2760 S E 17th Street, Suite 600 Ocala FL
Oakridge Dental Care 9590 SW Hwy 200 Unit 7 Ocala FL Smiles at Heathbrook 4608 SW College Road Ocala FL Colonial Drive Family Dentistry 10169 W Colonial
Drive Ocoee FL Dental Care at Trinity Lakes 12450 State Road Odessa FL Okeechobee Dental Care 175 SW 28th Street Okeechobee FL Bay Arbor Dental Care 3685 Tampa Road Ste 100 Oldsmar FL The Dentist Place - Orange Park 1695 Wells Road Orange Park FL Dental Care at Eagle Landing 1081 Oakleaf Plantation
Pkwy Orange Park FL Waterford Center Family & Cosmetic Dentistry 12780 Waterford Lakes Parkway Suite 105 Orlando FL Baldwin Park Family Dentay 4808 New
Broad Street Orlando FL DellagioDentist.com 8060 Via Dellagio Way Suite 202 Orlando FL Lee Vista Dental 8624 Lee Vista Boulevard Orlando FL Fairwater Dental
Group 1221 West Fairbanks Ave Orlando FL Smiles for Life 5724 Hansel Avenue Orlando FL Modern Smiles Dentistry 13816 Narcoossee Road, Ste B Orlando FL
Lake Nona Family Dentistry 9625 Lake Nona Village Place Orlando FL Corner Lake Family Dental 16729 East Colonial Drive, Ste 151 Orlando FL Econ River

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services, Inc.	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive, Suite 2 Effingham IL 62401
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

Dental Design at Lakeside Village 7828 Winter Garden Vineland Road, Suite 128 Windermere FL Dental Care at Westside Shoppes 11625 Lachlan Lane Windermere FL Winter Garden Village Dental 3311 Daniels Road, Suite 108 Winter Garden FL 6715 Thomasville Rd Tallahassee FL Tamiami Trail Dental Care 1250
Tamiami Trail N, Ste 107 Naples FL Prosthodontic Associates of Florida 2500 East Hallandale Beach Blvd, Ste 700 Hallandale Beach FL Hamling Grove Dental Care 16412 New Independence Parkway Winter Garden FL Lake Hancock Dental Care 16017 New Independence Pkwy Winter Garden FL Concourse Dental Care
463787 State Road 200 Yulee FL Complete Dental At Lakeside 2715 W Fairbanks Ave , Ste 100 Winter Park FL Ideal Dentistry 801 Ohio Ave Lynn Haven FL

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Heartland Dental Holding Corporation

BLANKET ADDITIONAL INSURED ENDORSEMENT GENERAL LIABILITY

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the **Commercial General Liability Coverage Part** as follows:

1. The section entitled **WHO IS AN INSURED** is amended with the addition of the following.

   We agree with **you** that coverage shall apply to any mortgagee, landlord or lessor of leased equipment (hereafter called an Additional Insured), that you are required in a written contract to name as an insured, but only with respect to the additional insured's liability arising out of the maintenance, operation or use by **you** of the premises and/or leased equipment, subject to the following provisions as set forth below:

   a. such written contract or agreement is in effect or will take effect during the term of this policy;
   b. such written contract or agreement is executed prior to the **injury** or **damage** which gives rise to a **claim**;
   c. such written contract or agreement is in effect at the time of the **occurrence** which caused the **injury or damage** complained of.

2. The Limits of Insurance applicable to such additional insured are those specified in the Declarations. However, the limits of insurance shall not exceed the limits of insurance set forth in the written contract or agreement if less than the limits shown on the Declarations. In no event shall the limits of liability or coverages in the coverage form be increased by such written contract These Limits of Insurance are inclusive of, and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage provided under the terms of paragraphs 1. and 2. of this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is stated as primary, excess, contingent or on any other basis, including self insured retention or deductible unless such written contract specifically requires that this insurance be primary and non-contributory,

4. Solely with respect to coverage pursuant to the terms of this endorsement, Section **II. Exclusions/Restrictions** is amended with the addition of the following exclusion:

   - This insurance does not apply to any liability for injury or damage which is caused by the sole negligence of such additional insured

All other terms and conditions of the Policy remain unchanged

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the Policy as follows:

The **Commercial General Liability Coverage Part,** the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended with the addition of the following terms and conditions:

Notwithstanding, we waive any right of recovery we may have against any person or entity specified below provided that:

a. **you** have a contract with such person or entity that requires such a waiver:

b. such contract is currently in effect or will take effect during the term of this policy; and

c. such contract is executed prior to the **injury** or **damage** of any nature or kind which is the basis for the **claim** against **you** and which gives rise to our right of recovery against such person or entity.

Specified Person or Entity

Any person/entity with whom the insured has agreed to waive rights of recovery

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Fictitious Name Detail

Fictitious Name

CREEKWOOD DENTAL

Filing Information

Registration Number	G21000078401
Status	ACTIVE
Filed Date	06/11/2021
Expiration Date	12/31/2026
Current Owners	1
County	MANATEE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

6640 INTECH BLVD, STE 270
INDIANAPOLIS, IN 46278

Owner Information

COMFORTABLE CARE DENTAL HEALTH PROFESSIONALS, P.A.
1200 NETWORK CENTRE DR, STE 2
EFFINGHAM, IL 62401
FEI/EIN Number: 20-0185918
Document Number: P03000094690

Document Images

06/11/2021 -- Fictitious Name Filing View image in PDF format

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No Filing History

AGENDA ITEM NO. 9.5

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Lifetime Dentistry of Bradenton

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Lifetime Dentistry of Bradenton for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Lifetime Dentistry

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

AGREEMENT for affiliation with Lifetime Dentistry of Bradenton

Address: 10708 East SR 64 Bradenton, FL 34211

This agreement is made this 9th day of November 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Lifetime Dentistry of Bradenton (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

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

IN WITNESS WHEREOF, Lifetime Dentistry of Bradenton and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date _____ By: _____

Superintendent, School District of Manatee County

Date _____ By: _____

Chair, School Board of Manatee County

Date _____ By: _____

Mitchell Teitelbaum, Esq. General Counsel

Date October 11, 2021 By. _____

(Affiliating Site Authorized Signature) Tenoke C Sims

Title: Practice Manager at Lifetime

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Lifetime Dentistry of Bradenton

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Rev. James Golden, CHAIR**
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J Gallagher Risk Management Services, Inc 101 S Main Street, Suite 200 Decatur IL 62523	CONTACT NAME: Jen Larson PHONE (A/C, No, Ext): 217-233-3339 FAX (A/C, No): 217-428-0865 E-MAIL ADDRESS: jen_larson@ajg com
INSURED HEARDEN-01 Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive, Suite 2 Effingham IL 62401	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Columbia Casualty Company — 31127 INSURER B: Continental Insurance Company — 35289 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1730612079 **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		DPA0653265388	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000 000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 3 000 000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1 000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			6072669188	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ n/a							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE EA EMPLOYEE	$
							E L. DISEASE - POLICY LIMIT	$
A	Dental Professional Liability			DPA0653265388	10/1/2022	10/1/2023	Per Claim Aggregate	$1,000 000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSURED INCLUDES Comfortable Care Dental Health Professionals, PA Manatee Technical College - East Campus is shown as additional insured solely with respect to general liability coverage as evidenced herein as required by written contract with respect to the following locations Lakeside Family Dentistry 1022 West State Road 436, Suite 1008 Altamonte Springs FL Altamonte Springs Family Dentistry 515 East Altamonte Drive, Suite 1022 Altamonte Springs FL Bonita Dental Arts 25000 Bernwood Drive Bonita Springs FL Bonita Estero Dental Group 24940 South Tamiami Trail, Ste 202 Bonita Springs FL Creekwood Dental 5210 Creekwood Boulevard Bradenton FL Family Dental Care of South Bradenton 3563 53rd Ave West Bradenton FL Bradenton Smiles Dentistry 8605 State Road 70 Bradenton FL Lifetime Dentistry of Bradenton 10708 S 64 Bradenton FL Lorraine Road Dental Care 7385 University Pkwy Bradenton
FL SmileWright Dental Center 1202 Millennium Parkway Brandon FL The Dentist Place - Brooksville 12009 Cortez Boulevard Brooksville FL The Dentist Place for

CERTIFICATE HOLDER

Manatee Technical College - East Campus
5520 Lakewood Ranch Blvd
Bradenton FL 34211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services Inc	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive Suite 2 Effingham IL 62401
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

2529 Santa Barbara Blvd Cape Coral FL Complete Dental Care of South Florida 819 Del Prado Blvd South Cape Coral FL Howell Branch Dental Care 2525 Howell
Branch Road, Suite 1051 Casselberry FL Front Street Family Dentistry 609 Front Street Celebration FL Champions Gate Dentistry 8225 Champions Gate Blvd Championsgate FL Comfortable Care - Clearwater 2532 State Road 580 Suite F Clearwater FL Royal Oaks Dental 2105 Hartwood Marsh Rd , Suite 3 Clermont FL
Citrus Tower Family Dental 1381 Citrus Tower Boulevard Suite 101 Clermont FL Citrus Grove Dental Care 2620 East Hwy 50, Ste 100 Clermont FL Clermont Endodontic Specialists 265 Hatteras Ave Ste 2 Clermont FL Coconut Creek Winning Smiles 6532 North State Road 7 Coconut Creek FL Dental Care of Davenport
7551 Osceola Polk Line Road Davenport (Reunion) FL DeBary Dental Care 415 Summerhaven Drive DeBary FL Atlantic Family Dental 5065 W Atlantic Ave Delray
Beach FL Dental Care of Deltona 1573 Saxon Blvd Ste 100 Deltona FL Dunedin Dental Care 1100 Pinehurst Road Dunedin FL Complete Dentistry of Estero 21300
Towns Common Drive Estero FL Dental Care at Grande Oak 20330 Grande Oak Shoppes Boulevard Estero FL Coconut Point Dental Care 23250 Via Villagio Estero
FL Island Walk Dental Care 1647 County Road 220 Suite 101 Fleming Island FL Coral Ridge Dental Arts 1831 NE 45th Street, Ste B Fort Lauderdale FL First Impressions Smile Center 1500 East Broward Blvd Fort Lauderdale FL Bell Tower Dental Care 5245 Big Pine Way Ste 103 Fort Meyers FL Family Oral Health Associates 1405 South 25th Street Ste B Fort Pierce FL Advanced Technology & Laser Dentistry 17640 S Tamiami Trail, Suite 300 Ft. Myers FL Family Dental of
Fort Myers 9011 Daniels Pkwy, Unit 105 Ft Myers FL University Family Dentistry 1230 N W 9th Avenue Gainesville FL Gainesville Family Dentistry 5622 NW 43rd
Street Gainesville FL Baymeadows Junction Dental Care 8206 Phillips Highway, Suite 21 Jacksonville FL Bartram Family Dental Care 13720 Old St. Augustine Road Suite 5 Jacksonville FL Arlington River Family Dental 456 University Blvd North Jacksonville FL Oakleaf Family Dentistry 9590 Applecross Road Suite 106 Jacksonville FL Beautiful Smiles Dental Care 3810 Williamsburg Park Suite 5 Jacksonville FL Smiles on Beach Boulevard 13794 Beach Blvd Jacksonville FL Skymarks Family Dental Care 790 Skymarks Drive Jacksonville FL Reedy Branch Family Dentistry 10920 Baymeadows Road Jacksonville FL Downtown Dental Associates 223 W Adams St Jacksonville FL Sandalwood Dental Care 1795 Kernan Blvd South Unit 101 Jacksonville FL Lifetime Dentistry of Lady Lake 13851 N
US Highway 441 Lady Lake FL Complete Dental of Lake City 2790 W US Hwy 90 Lake City FL BayTree Family Dental 350 Waymont Court Lake Mary FL Williston
Family Dental 910 Williston Park Pointe, Suite 2000 Lake Mary FL Lake Wales Dentistry 24174 Hwy 27 Ste 200 Lake Wales FL Mission Lakes Dental Care 5516 S
State Road 7 Ste 132/134 Lake Worth FL Village Plaza Dental Designs 4204 US Hwy 98 N - Suite 100 Lakeland FL Family Dental of Lakeside Village 1375 Town
Center Drive Lakeland FL Dental Designs of Lakeland 2222 East County Road 540A Lakeland FL Lakeland Dentistry 4335 Highland Park Blvd Lakeland FL Lake
Gibson Dental Center 6440 Pearce Road Lakeland FL Family Dental Care 4455 Florida National Drive Lakeland FL Highland City Dental Care 5170 Dave Robins
Way Lakeland FL Smiles at Lakewood Ranch 14606 State Rd 70 East Lakewood Ranch FL Dental Care of Largo 1511 Indian Rocks Road Largo FL Family Dentistry
of Largo 3700 East Bay Dr Largo FL Total Health Dentistry 5781 Lee Blvd Ste 103 Lehigh Acres FL Bayberry Dental 16220 Bayberry Glen Drive Lithia FL Longwood
Family Dentistry 1385 West Highway 434, Suite 203 Longwood FL Melbourne Family Dental 2900 Lake Washington Rd - Suite 2 &3 Melbourne FL Portofino Bay Dental Care 6340 N Wickham Rd Ste 101 Melbourne FL Beautiful Smiles by Design 8525 SW 92 St Bldg A Ste 3-B Miami FL Complete Dental Care at West Bird -
Miami FL 11467 SW 40th St Miami FL Dentistry of Miami 7800 SW 87th Ave, Suite A-140 Miami FL Middleburg Family Dental Care 1776 Blanding Blvd Middleburg FL
Imperial Lakes Dental Care 2110 Shepherd Rd Mulberry FL Renaissance Aesthetic Dentistry 12260 E Tamiami Naples FL Mission Hills Dentistry 7485 Vanderbilt
Beach Road Naples FL Bellaire Bay Dental Care 8921 Immokalee Road Naples FL Naples Premier Dentistry 12840 Tamiami Trail N Naples FL Grand Lely Dental
Care 7705 Collier Blvd Unit 404 Naples FL Hammock Gardens Dental Care 2327 State Road 44 New Smyrna Beach FL Little Road Dental Care 8267 Little Road New Port Richey FL Grand Dental of New Port Richey 4530 Grand Blvd New Port Richey FL Okaloosa Family Dentistry 1386 E John Sims Parkway Niceville FL
Sumter Dental Care 1339 North Sumter Blvd North Port FL Price Creek Dentistry 251 Toledo Blad Blvd North Port FL North Port Oral Surgery and General Dentistry
2787 Sycamore St #106 North Port FL All Aspects Dental 301 S Tubb Street, D-2 Oakland FL The Dentist Place of Ocala 2760 S E 17th Street, Suite 600 Ocala FL
Oakridge Dental Care 9590 SW Hwy 200 Unit 7 Ocala FL Smiles at Heathbrook 4608 SW College Road Ocala FL Colonial Drive Family Dentistry 10169 W Colonial
Drive Ocoee FL Dental Care at Trinity Lakes 12450 State Road Odessa FL Okeechobee Dental Care 175 SW 28th Street Okeechobee FL Bay Arbor Dental Care 3685 Tampa Road Ste 100 Oldsmar FL The Dentist Place - Orange Park 1695 Wells Road Orange Park FL Dental Care at Eagle Landing 1081 Oakleaf Plantation
Pkwy Orange Park FL Waterford Center Family & Cosmetic Dentistry 12780 Waterford Lakes Parkway Suite 105 Orlando FL Baldwin Park Family Dentay 4808 New
Broad Street Orlando FL DellagioDentist.com 8060 Via Dellagio Way Suite 202 Orlando FL Lee Vista Dental 8624 Lee Vista Boulevard Orlando FL Fairwater Dental
Group 1221 West Fairbanks Ave Orlando FL Smiles for Life 5724 Hansel Avenue Orlando FL Modern Smiles Dentistry 13816 Narcoossee Road, Ste B Orlando FL
Lake Nona Family Dentistry 9625 Lake Nona Village Place Orlando FL Corner Lake Family Dental 16729 East Colonial Drive, Ste 151 Orlando FL Econ River

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services, Inc.	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive, Suite 2 Effingham IL 62401
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

Dental Design at Lakeside Village 7828 Winter Garden Vineland Road, Suite 128 Windermere FL Dental Care at Westside Shoppes 11625 Lachlan Lane Windermere FL Winter Garden Village Dental 3311 Daniels Road, Suite 108 Winter Garden FL 6715 Thomasville Rd Tallahassee FL Tamiami Trail Dental Care 1250
Tamiami Trail N, Ste 107 Naples FL Prosthodontic Associates of Florida 2500 East Hallandale Beach Blvd, Ste 700 Hallandale Beach FL Hamling Grove Dental Care 16412 New Independence Parkway Winter Garden FL Lake Hancock Dental Care 16017 New Independence Pkwy Winter Garden FL Concourse Dental Care
463787 State Road 200 Yulee FL Complete Dental At Lakeside 2715 W Fairbanks Ave , Ste 100 Winter Park FL Ideal Dentistry 801 Ohio Ave Lynn Haven FL

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Heartland Dental Holding Corporation

BLANKET ADDITIONAL INSURED ENDORSEMENT GENERAL LIABILITY

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the **Commercial General Liability Coverage Part** as follows:

1. The section entitled **WHO IS AN INSURED** is amended with the addition of the following.

   We agree with **you** that coverage shall apply to any mortgagee, landlord or lessor of leased equipment (hereafter called an Additional Insured), that you are required in a written contract to name as an insured, but only with respect to the additional insured's liability arising out of the maintenance, operation or use by **you** of the premises and/or leased equipment, subject to the following provisions as set forth below:

   a. such written contract or agreement is in effect or will take effect during the term of this policy;
   b. such written contract or agreement is executed prior to the **injury** or **damage** which gives rise to a **claim**;
   c. such written contract or agreement is in effect at the time of the **occurrence** which caused the **injury or damage** complained of.

2. The Limits of Insurance applicable to such additional insured are those specified in the Declarations. However, the limits of insurance shall not exceed the limits of insurance set forth in the written contract or agreement if less than the limits shown on the Declarations. In no event shall the limits of liability or coverages in the coverage form be increased by such written contract These Limits of Insurance are inclusive of, and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage provided under the terms of paragraphs 1. and 2. of this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is stated as primary, excess, contingent or on any other basis, including self insured retention or deductible unless such written contract specifically requires that this insurance be primary and non-contributory,

4. Solely with respect to coverage pursuant to the terms of this endorsement, Section **II. Exclusions/Restrictions** is amended with the addition of the following exclusion:

   - This insurance does not apply to any liability for injury or damage which is caused by the sole negligence of such additional insured

All other terms and conditions of the Policy remain unchanged

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the Policy as follows:

The **Commercial General Liability Coverage Part,** the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended with the addition of the following terms and conditions:

Notwithstanding, we waive any right of recovery we may have against any person or entity specified below provided that:

a. **you** have a contract with such person or entity that requires such a waiver:

b. such contract is currently in effect or will take effect during the term of this policy; and

c. such contract is executed prior to the **injury** or **damage** of any nature or kind which is the basis for the **claim** against **you** and which gives rise to our right of recovery against such person or entity.

Specified Person or Entity

Any person/entity with whom the insured has agreed to waive rights of recovery

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Fictitious Name Detail

Fictitious Name

LIFETIME DENTISTRY OF BRADENTON

Filing Information

Registration Number	G17000070475
Status	ACTIVE
Filed Date	06/28/2017
Expiration Date	12/31/2022
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

10708 EAST SR 64
BRADENTON, FL 34211

Owner Information

COMFORTABLE CARE DENTAL HEALTH PROFESSIONALS PA
1200 NETWORK CENTRE DR
EFFINGHAM, IL 62401
FEI/EIN Number: 20-0185918
Document Number: P03000094690

Document Images

06/28/2017 -- Fictitious Name Filing View image in PDF format

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AGENDA ITEM NO. 9.6

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and Keyzer Family Dentistry, PLLC, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Keyzer Family Dentistry, PLLC

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Keyzer Family Dentistry, PLLC, for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Keyzer Family Dentistry

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

AGREEMENT for affiliation with Keyzer Family Dentistry, PLLC

Address: 1915 91st Street NW Bradenton, FL 34209

This agreement is made this 9th day of November 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Keyzer Family Dentistry, PLLC (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

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

IN WITNESS WHEREOF, Keyzer Family Dentistry, PLLC and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 10/11/2022 By:

(Affiliating Site Authorized Signature)

Title: Owner DMD

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Keyzer Family Dentistry, PLLC

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Rev. James Golden, CHAIR**
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **08/22/2022**
Effective Date: **08/22/2022**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Noel Keyzer DMD** **1906 59th ST W Suite C** **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: **Noel Keyzer DMD**	
Specialty: **DDS01 - General Dentistry**	
Policy Number:	Policy Period:
1441739	**From: 08/22/2022 To: 08/22/2023**
Retroactive Date:	Departure Period:
06/25/2015	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit:	**$1,000,000**
Aggregate Limit:	**$3,000,000**

I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.

II. Photocopies of this document are deemed as valid as the original.

III. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.

IV. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.

V. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.



Detail by Entity Name

Florida Limited Liability Company
KEYZER FAMILY DENTISTRY, PLLC

Filing Information

Document Number	L22000202581
FEI/EIN Number	NONE
Date Filed	05/13/2022
State	FL
Status	ACTIVE

Principal Address

1915 91ST ST NW
BRADENTON, FL 34209

Mailing Address

1915 91ST ST NW
BRADENTON, FL 34209

Registered Agent Name & Address

BLALOCK WALTERS, P A
802 11TH STREET WEST
BRADENTON, FL 34205

Authorized Person(s) Detail

Name & Address

Title MGR

KEYZER, NOEL, DMD
1915 91ST ST NW
BRADENTON, FL 34209

Annual Reports

No Annual Reports Filed

Document Images

05/13/2022 Florida Limited Liability View image in PDF format

AGENDA ITEM NO. 9.7

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Supreme Smiles of Sarasota, PL

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Supreme Smiles of Sarasota, PL, for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Supreme Smiles of Sarasota

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

AGREEMENT for affiliation with Supreme Smiles of Sarasota, PL.

Address: 2345 Bee Ridge Road Unit 4 Sarasota, FL 34239

This agreement is made this 9th day of November 2022 , between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Supreme Smiles of Sarasota, PL. (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Supreme Smiles of Sarasota, PL.for clinical experience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

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

IN WITNESS WHEREOF, Supreme Smiles of Sarasota, PL.and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

Mitchell Teitelbaum, Esq. General Counsel

Date 10/13/2022 By: _____

(Affiliating Site Authorized Signature)

Title: Owner - Dentist

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Supreme Smiles of Sarasota, PL.

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Rev. James Golden, CHAIR**
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **05/02/2022**
Effective Date: **07/01/2022**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Melvin Korattiyil DMD** **2345 Bee Ridge, Suite 4** **Sarasota, FL 34239**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Melvin Korattiyil DMD**	
Specialty: **DDS01 - General Dentistry**	
Policy Number:	Policy Period:
0950069	**From: 07/01/2022 To: 07/01/2023**
Retroactive Date:	Departure Period:
07/01/2010	**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.

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
SUPREME SMILES OF SARASOTA, P.L.

Filing Information

Document Number	L13000083280
FEI/EIN Number	46-2949248
Date Filed	06/10/2013
State	FL
Status	ACTIVE

Principal Address

2345 BEE RIDGE ROAD
UNIT 4
SARASOTA, FL 34239

Mailing Address

2345 BEE RIDGE ROAD
UNIT 4
SARASOTA, FL 34239

Changed: 03/13/2014

Registered Agent Name & Address

KORATTIYIL, MELVIN
12664 CARA CARA LOOP
BRADENTON, FL 34212

Authorized Person(s) Detail

Name & Address

Title MGRM

KORATTIYIL, MELVIN
12664 CARA CARA LOOP
BRADENTON, FL 34212

Annual Reports

Report Year	Filed Date
2020	03/18/2020
2021	03/30/2021
2022	04/06/2022

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AGENDA ITEM NO. 9.8

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Bradenton Smiles Dentistry

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County, and Bradenton Smiles Dentistry for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Bradenton Smiles

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

AGREEMENT for affiliation with Bradenton Smiles Dentistry

Address: 8605 SR 70 Bradenton, FL 34202

This agreement is made this 9th day of November 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Bradenton Smiles Dentistry (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

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

IN WITNESS WHEREOF, Bradenton Smiles Dentistry and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 10/13/22 By: Kelly Harris, DMD

(Affiliating Site Authorized Signature)

Title: Dentist

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Bradenton Smiles

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Rev. James Golden, CHAIR**
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J Gallagher Risk Management Services, Inc
101 S Main Street, Suite 200
Decatur IL 62523

CONTACT NAME: Jen Larson
PHONE (A/C, No, Ext): 217-233-3339 FAX (A/C, No): 217-428-0865
E-MAIL ADDRESS: jen_larson@ajg com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Columbia Casualty Company	31127
INSURER B: Continental Insurance Company	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED HEARDEN-01
Heartland Dental Holding Corporation
Heartland Dental, LLC
1200 Network Centre Drive, Suite 2
Effingham IL 62401

COVERAGES **CERTIFICATE NUMBER:** 1730612079 **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		DPA0653265388	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000 000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 3 000 000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1 000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			6072669188	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ n/a							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE EA EMPLOYEE	$
							E L. DISEASE - POLICY LIMIT	$
A	Dental Professional Liability			DPA0653265388	10/1/2022	10/1/2023	Per Claim Aggregate	$1,000 000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED INCLUDES Comfortable Care Dental Health Professionals, PA Manatee Technical College - East Campus is shown as additional insured solely with respect to general liability coverage as evidenced herein as required by written contract with respect to the following locations Lakeside Family Dentistry 1022 West State Road 436, Suite 1008 Altamonte Springs FL Altamonte Springs Family Dentistry 515 East Altamonte Drive, Suite 1022 Altamonte Springs FL Bonita Dental Arts 25000 Bernwood Drive Bonita Springs FL Bonita Estero Dental Group 24940 South Tamiami Trail, Ste 202 Bonita Springs FL Creekwood Dental 5210 Creekwood Boulevard Bradenton FL Family Dental Care of South Bradenton 3563 53rd Ave West Bradenton FL Bradenton Smiles Dentistry 8605 State Road 70 Bradenton FL Lifetime Dentistry of Bradenton 10708 S 64 Bradenton FL Lorraine Road Dental Care 7385 University Pkwy Bradenton
FL SmileWright Dental Center 1202 Millennium Parkway Brandon FL The Dentist Place - Brooksville 12009 Cortez Boulevard Brooksville FL The Dentist Place for

CERTIFICATE HOLDER

Manatee Technical College - East Campus
5520 Lakewood Ranch Blvd
Bradenton FL 34211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services Inc	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive Suite 2 Effingham IL 62401
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

2529 Santa Barbara Blvd Cape Coral FL Complete Dental Care of South Florida 819 Del Prado Blvd South Cape Coral FL Howell Branch Dental Care 2525 Howell
Branch Road, Suite 1051 Casselberry FL Front Street Family Dentistry 609 Front Street Celebration FL Champions Gate Dentistry 8225 Champions Gate Blvd Championsgate FL Comfortable Care - Clearwater 2532 State Road 580 Suite F Clearwater FL Royal Oaks Dental 2105 Hartwood Marsh Rd , Suite 3 Clermont FL
Citrus Tower Family Dental 1381 Citrus Tower Boulevard Suite 101 Clermont FL Citrus Grove Dental Care 2620 East Hwy 50, Ste 100 Clermont FL Clermont Endodontic Specialists 265 Hatteras Ave Ste 2 Clermont FL Coconut Creek Winning Smiles 6532 North State Road 7 Coconut Creek FL Dental Care of Davenport
7551 Osceola Polk Line Road Davenport (Reunion) FL DeBary Dental Care 415 Summerhaven Drive DeBary FL Atlantic Family Dental 5065 W Atlantic Ave Delray
Beach FL Dental Care of Deltona 1573 Saxon Blvd Ste 100 Deltona FL Dunedin Dental Care 1100 Pinehurst Road Dunedin FL Complete Dentistry of Estero 21300
Towns Common Drive Estero FL Dental Care at Grande Oak 20330 Grande Oak Shoppes Boulevard Estero FL Coconut Point Dental Care 23250 Via Villagio Estero
FL Island Walk Dental Care 1647 County Road 220 Suite 101 Fleming Island FL Coral Ridge Dental Arts 1831 NE 45th Street, Ste B Fort Lauderdale FL First Impressions Smile Center 1500 East Broward Blvd Fort Lauderdale FL Bell Tower Dental Care 5245 Big Pine Way Ste 103 Fort Meyers FL Family Oral Health Associates 1405 South 25th Street Ste B Fort Pierce FL Advanced Technology & Laser Dentistry 17640 S Tamiami Trail, Suite 300 Ft. Myers FL Family Dental of
Fort Myers 9011 Daniels Pkwy, Unit 105 Ft Myers FL University Family Dentistry 1230 N W 9th Avenue Gainesville FL Gainesville Family Dentistry 5622 NW 43rd
Street Gainesville FL Baymeadows Junction Dental Care 8206 Phillips Highway, Suite 21 Jacksonville FL Bartram Family Dental Care 13720 Old St. Augustine Road Suite 5 Jacksonville FL Arlington River Family Dental 456 University Blvd North Jacksonville FL Oakleaf Family Dentistry 9590 Applecross Road Suite 106 Jacksonville FL Beautiful Smiles Dental Care 3810 Williamsburg Park Suite 5 Jacksonville FL Smiles on Beach Boulevard 13794 Beach Blvd Jacksonville FL Skymarks Family Dental Care 790 Skymarks Drive Jacksonville FL Reedy Branch Family Dentistry 10920 Baymeadows Road Jacksonville FL Downtown Dental Associates 223 W Adams St Jacksonville FL Sandalwood Dental Care 1795 Kernan Blvd South Unit 101 Jacksonville FL Lifetime Dentistry of Lady Lake 13851 N
US Highway 441 Lady Lake FL Complete Dental of Lake City 2790 W US Hwy 90 Lake City FL BayTree Family Dental 350 Waymont Court Lake Mary FL Williston
Family Dental 910 Williston Park Pointe, Suite 2000 Lake Mary FL Lake Wales Dentistry 24174 Hwy 27 Ste 200 Lake Wales FL Mission Lakes Dental Care 5516 S
State Road 7 Ste 132/134 Lake Worth FL Village Plaza Dental Designs 4204 US Hwy 98 N - Suite 100 Lakeland FL Family Dental of Lakeside Village 1375 Town
Center Drive Lakeland FL Dental Designs of Lakeland 2222 East County Road 540A Lakeland FL Lakeland Dentistry 4335 Highland Park Blvd Lakeland FL Lake
Gibson Dental Center 6440 Pearce Road Lakeland FL Family Dental Care 4455 Florida National Drive Lakeland FL Highland City Dental Care 5170 Dave Robins
Way Lakeland FL Smiles at Lakewood Ranch 14606 State Rd 70 East Lakewood Ranch FL Dental Care of Largo 1511 Indian Rocks Road Largo FL Family Dentistry
of Largo 3700 East Bay Dr Largo FL Total Health Dentistry 5781 Lee Blvd Ste 103 Lehigh Acres FL Bayberry Dental 16220 Bayberry Glen Drive Lithia FL Longwood
Family Dentistry 1385 West Highway 434, Suite 203 Longwood FL Melbourne Family Dental 2900 Lake Washington Rd - Suite 2 &3 Melbourne FL Portofino Bay Dental Care 6340 N Wickham Rd Ste 101 Melbourne FL Beautiful Smiles by Design 8525 SW 92 St Bldg A Ste 3-B Miami FL Complete Dental Care at West Bird -
Miami FL 11467 SW 40th St Miami FL Dentistry of Miami 7800 SW 87th Ave, Suite A-140 Miami FL Middleburg Family Dental Care 1776 Blanding Blvd Middleburg FL
Imperial Lakes Dental Care 2110 Shepherd Rd Mulberry FL Renaissance Aesthetic Dentistry 12260 E Tamiami Naples FL Mission Hills Dentistry 7485 Vanderbilt
Beach Road Naples FL Bellaire Bay Dental Care 8921 Immokalee Road Naples FL Naples Premier Dentistry 12840 Tamiami Trail N Naples FL Grand Lely Dental
Care 7705 Collier Blvd Unit 404 Naples FL Hammock Gardens Dental Care 2327 State Road 44 New Smyrna Beach FL Little Road Dental Care 8267 Little Road New Port Richey FL Grand Dental of New Port Richey 4530 Grand Blvd New Port Richey FL Okaloosa Family Dentistry 1386 E John Sims Parkway Niceville FL
Sumter Dental Care 1339 North Sumter Blvd North Port FL Price Creek Dentistry 251 Toledo Blad Blvd North Port FL North Port Oral Surgery and General Dentistry
2787 Sycamore St #106 North Port FL All Aspects Dental 301 S Tubb Street, D-2 Oakland FL The Dentist Place of Ocala 2760 S E 17th Street, Suite 600 Ocala FL
Oakridge Dental Care 9590 SW Hwy 200 Unit 7 Ocala FL Smiles at Heathbrook 4608 SW College Road Ocala FL Colonial Drive Family Dentistry 10169 W Colonial
Drive Ocoee FL Dental Care at Trinity Lakes 12460 State Road Odessa FL Okeechobee Dental Care 175 SW 28th Street Okeechobee FL Bay Arbor Dental Care 3685 Tampa Road Ste 100 Oldsmar FL The Dentist Place - Orange Park 1695 Wells Road Orange Park FL Dental Care at Eagle Landing 1081 Oakleaf Plantation
Pkwy Orange Park FL Waterford Center Family & Cosmetic Dentistry 12780 Waterford Lakes Parkway Suite 105 Orlando FL Baldwin Park Family Dentay 4808 New
Broad Street Orlando FL DellaglioDentist com 8060 Via Dellaglio Way Suite 202 Orlando FL Lee Vista Dental 8624 Lee Vista Boulevard Orlando FL Fairwater Dental
Group 1221 West Fairbanks Ave Orlando FL Smiles for Life 5724 Hansel Avenue Orlando FL Modern Smiles Dentistry 13816 Narcoossee Road, Ste B Orlando FL
Lake Nona Family Dentistry 9625 Lake Nona Village Place Orlando FL Corner Lake Family Dental 16729 East Colonial Drive, Ste 151 Orlando FL Econ River

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services, Inc.	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive, Suite 2 Effingham IL 62401
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

Dental Design at Lakeside Village 7828 Winter Garden Vineland Road, Suite 128 Windermere FL Dental Care at Westside Shoppes 11625 Lachlan Lane Windermere FL Winter Garden Village Dental 3311 Daniels Road, Suite 108 Winter Garden FL 6715 Thomasville Rd Tallahassee FL Tamiami Trail Dental Care 1250
Tamiami Trail N, Ste 107 Naples FL Prosthodontic Associates of Florida 2500 East Hallandale Beach Blvd, Ste 700 Hallandale Beach FL Hamling Grove Dental Care 16412 New Independence Parkway Winter Garden FL Lake Hancock Dental Care 16017 New Independence Pkwy Winter Garden FL Concourse Dental Care
463787 State Road 200 Yulee FL Complete Dental At Lakeside 2715 W Fairbanks Ave , Ste 100 Winter Park FL Ideal Dentistry 801 Ohio Ave Lynn Haven FL

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CNA

Heartland Dental Holding Corporation

BLANKET ADDITIONAL INSURED ENDORSEMENT GENERAL LIABILITY

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the **Commercial General Liability Coverage Part** as follows:

1. The section entitled **WHO IS AN INSURED** is amended with the addition of the following.

   We agree with **you** that coverage shall apply to any mortgagee, landlord or lessor of leased equipment (hereafter called an Additional Insured), that you are required in a written contract to name as an insured, but only with respect to the additional insured's liability arising out of the maintenance, operation or use by **you** of the premises and/or leased equipment, subject to the following provisions as set forth below:

   a. such written contract or agreement is in effect or will take effect during the term of this policy;
   b. such written contract or agreement is executed prior to the **injury** or **damage** which gives rise to a **claim**;
   c. such written contract or agreement is in effect at the time of the **occurrence** which caused the **injury or damage** complained of.

2. The Limits of Insurance applicable to such additional insured are those specified in the Declarations. However, the limits of insurance shall not exceed the limits of insurance set forth in the written contract or agreement if less than the limits shown on the Declarations. In no event shall the limits of liability or coverages in the coverage form be increased by such written contract These Limits of Insurance are inclusive of, and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage provided under the terms of paragraphs 1. and 2. of this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is stated as primary, excess, contingent or on any other basis, including self insured retention or deductible unless such written contract specifically requires that this insurance be primary and non-contributory,

4. Solely with respect to coverage pursuant to the terms of this endorsement, Section **II. Exclusions/Restrictions** is amended with the addition of the following exclusion:

   - This insurance does not apply to any liability for injury or damage which is caused by the sole negligence of such additional insured

All other terms and conditions of the Policy remain unchanged

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the Policy as follows:

The **Commercial General Liability Coverage Part**, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended with the addition of the following terms and conditions:

Notwithstanding, we waive any right of recovery we may have against any person or entity specified below provided that:

a. **you** have a contract with such person or entity that requires such a waiver;

b. such contract is currently in effect or will take effect during the term of this policy; and

c. such contract is executed prior to the **injury** or **damage** of any nature or kind which is the basis for the **claim** against **you** and which gives rise to our right of recovery against such person or entity.

Specified Person or Entity

Any person/entity with whom the insured has agreed to waive rights of recovery

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Filing History

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Fictitious Name Detail

Fictitious Name

BRADENTON SMILES DENTISTRY

Filing Information

Registration Number	G13000008014
Status	ACTIVE
Filed Date	01/23/2013
Expiration Date	12/31/2023
Current Owners	1
County	MULTIPLE
Total Pages	2
Events Filed	1
FEI/EIN Number	NONE

Mailing Address

8605 SR 70
BRADENTON, FL 34202

Owner Information

COMFORTABLE CARE DENTAL HEALTH PROFESSIONALS PC
1200 NETWORK CENTRE DR
EFFINGHAM, IL 62401
FEI/EIN Number: 20-0185918
Document Number: P03000094690

Document Images

01/23/2013 -- Fictitious Name Filing View image in PDF format

07/31/2018 -- Fictitious Name Renewal Filing View image in PDF format

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AGENDA ITEM NO. 9.9

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Comfortable Care Dental Group

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Comfortable Care Dental Group for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Comfortable Care Dental Group

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

AGREEMENT for affiliation with Comfortable Care Dental Group

Address: 5570 Bee Ridge Road Suite C-2 Sarasota, FL 34233

This agreement is made this 9th day of November 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Comfortable Care Dental Group (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Comfortable Care Dental Group for clinical experience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

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

IN WITNESS WHEREOF, Comfortable Care Dental Group and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date ___ _____ _____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ _____ By: _____

Mitchell Teitelbaum, Esq. General Counsel

Date 10/18/2022 By: Kristen Hansen

(Affiliating Site Authorized Signature)

Title: PMD

Kristen Hansen

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Comfortable Care Dental Group

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Rev. James Golden, CHAIR**
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J Gallagher Risk Management Services, Inc
101 S Main Street, Suite 200
Decatur IL 62523

CONTACT NAME: Jen Larson
PHONE (A/C, No, Ext): 217-233-3339 FAX (A/C, No): 217-428-0865
E-MAIL ADDRESS: jen_larson@ajg com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Columbia Casualty Company	31127
INSURER B: Continental Insurance Company	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED HEARDEN-01
Heartland Dental Holding Corporation
Heartland Dental, LLC
1200 Network Centre Drive, Suite 2
Effingham IL 62401

COVERAGES **CERTIFICATE NUMBER:** 1730612079 **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		DPA0653265388	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000 000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 3 000 000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1 000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			6072669188	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ n/a							$
	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 DESCRIPTION OF OPERATIONS below						E L. DISEASE EA EMPLOYEE	$
							E L. DISEASE - POLICY LIMIT	$
A	Dental Professional Liability			DPA0653265388	10/1/2022	10/1/2023	Per Claim Aggregate	$1,000 000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED INCLUDES Comfortable Care Dental Health Professionals, PA Manatee Technical College - East Campus is shown as additional insured solely with respect to general liability coverage as evidenced herein as required by written contract with respect to the following locations Lakeside Family Dentistry 1022 West State Road 436, Suite 1008 Altamonte Springs FL Altamonte Springs Family Dentistry 515 East Altamonte Drive, Suite 1022 Altamonte Springs FL Bonita Dental Arts 25000 Bernwood Drive Bonita Springs FL Bonita Estero Dental Group 24940 South Tamiami Trail, Ste 202 Bonita Springs FL Creekwood Dental 5210 Creekwood Boulevard Bradenton FL Family Dental Care of South Bradenton 3563 53rd Ave West Bradenton FL Bradenton Smiles Dentistry 8605 State Road 70 Bradenton FL Lifetime Dentistry of Bradenton 10708 S 64 Bradenton FL Lorraine Road Dental Care 7385 University Pkwy Bradenton
FL SmileWright Dental Center 1202 Millennium Parkway Brandon FL The Dentist Place - Brooksville 12009 Cortez Boulevard Brooksville FL The Dentist Place for

CERTIFICATE HOLDER

Manatee Technical College - East Campus
5520 Lakewood Ranch Blvd
Bradenton FL 34211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services Inc	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive Suite 2 Effingham IL 62401
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

2529 Santa Barbara Blvd Cape Coral FL Complete Dental Care of South Florida 819 Del Prado Blvd South Cape Coral FL Howell Branch Dental Care 2525 Howell
Branch Road, Suite 1051 Casselberry FL Front Street Family Dentistry 609 Front Street Celebration FL Champions Gate Dentistry 8225 Champions Gate Blvd Championsgate FL Comfortable Care - Clearwater 2532 State Road 580 Suite F Clearwater FL Royal Oaks Dental 2105 Hartwood Marsh Rd , Suite 3 Clermont FL
Citrus Tower Family Dental 1381 Citrus Tower Boulevard Suite 101 Clermont FL Citrus Grove Dental Care 2620 East Hwy 50, Ste 100 Clermont FL Clermont Endodontic Specialists 265 Hatteras Ave Ste 2 Clermont FL Coconut Creek Winning Smiles 6532 North State Road 7 Coconut Creek FL Dental Care of Davenport
7551 Osceola Polk Line Road Davenport (Reunion) FL DeBary Dental Care 415 Summerhaven Drive DeBary FL Atlantic Family Dental 5065 W Atlantic Ave Delray
Beach FL Dental Care of Deltona 1573 Saxon Blvd Ste 100 Deltona FL Dunedin Dental Care 1100 Pinehurst Road Dunedin FL Complete Dentistry of Estero 21300
Towns Common Drive Estero FL Dental Care at Grande Oak 20330 Grande Oak Shoppes Boulevard Estero FL Coconut Point Dental Care 23250 Via Villagio Estero
FL Island Walk Dental Care 1647 County Road 220 Suite 101 Fleming Island FL Coral Ridge Dental Arts 1831 NE 45th Street, Ste B Fort Lauderdale FL First Impressions Smile Center 1500 East Broward Blvd Fort Lauderdale FL Bell Tower Dental Care 5245 Big Pine Way Ste 103 Fort Meyers FL Family Oral Health Associates 1405 South 25th Street Ste B Fort Pierce FL Advanced Technology & Laser Dentistry 17640 S Tamiami Trail, Suite 300 Ft. Myers FL Family Dental of
Fort Myers 9011 Daniels Pkwy, Unit 105 Ft Myers FL University Family Dentistry 1230 N W 9th Avenue Gainesville FL Gainesville Family Dentistry 5622 NW 43rd
Street Gainesville FL Baymeadows Junction Dental Care 8206 Phillips Highway, Suite 21 Jacksonville FL Bartram Family Dental Care 13720 Old St. Augustine Road Suite 5 Jacksonville FL Arlington River Family Dental 456 University Blvd North Jacksonville FL Oakleaf Family Dentistry 9590 Applecross Road Suite 106 Jacksonville FL Beautiful Smiles Dental Care 3810 Williamsburg Park Suite 5 Jacksonville FL Smiles on Beach Boulevard 13794 Beach Blvd Jacksonville FL Skymarks Family Dental Care 790 Skymarks Drive Jacksonville FL Reedy Branch Family Dentistry 10920 Baymeadows Road Jacksonville FL Downtown Dental Associates 223 W Adams St Jacksonville FL Sandalwood Dental Care 1795 Kernan Blvd South Unit 101 Jacksonville FL Lifetime Dentistry of Lady Lake 13851 N
US Highway 441 Lady Lake FL Complete Dental of Lake City 2790 W US Hwy 90 Lake City FL BayTree Family Dental 350 Waymont Court Lake Mary FL Williston
Family Dental 910 Williston Park Pointe, Suite 2000 Lake Mary FL Lake Wales Dentistry 24174 Hwy 27 Ste 200 Lake Wales FL Mission Lakes Dental Care 5516 S
State Road 7 Ste 132/134 Lake Worth FL Village Plaza Dental Designs 4204 US Hwy 98 N - Suite 100 Lakeland FL Family Dental of Lakeside Village 1375 Town
Center Drive Lakeland FL Dental Designs of Lakeland 2222 East County Road 540A Lakeland FL Lakeland Dentistry 4335 Highland Park Blvd Lakeland FL Lake
Gibson Dental Center 6440 Pearce Road Lakeland FL Family Dental Care 4455 Florida National Drive Lakeland FL Highland City Dental Care 5170 Dave Robins
Way Lakeland FL Smiles at Lakewood Ranch 14606 State Rd 70 East Lakewood Ranch FL Dental Care of Largo 1511 Indian Rocks Road Largo FL Family Dentistry
of Largo 3700 East Bay Dr Largo FL Total Health Dentistry 6781 Lee Blvd Ste 103 Lehigh Acres FL Bayberry Dental 16220 Bayberry Glen Drive Lithia FL Longwood
Family Dentistry 1385 West Highway 434, Suite 203 Longwood FL Melbourne Family Dental 2900 Lake Washington Rd - Suite 2 &3 Melbourne FL Portofino Bay Dental Care 6340 N Wickham Rd Ste 101 Melbourne FL Beautiful Smiles by Design 8525 SW 92 St Bldg A Ste 3-B Miami FL Complete Dental Care at West Bird -
Miami FL 11467 SW 40th St Miami FL Dentistry of Miami 7800 SW 87th Ave, Suite A-140 Miami FL Middleburg Family Dental Care 1776 Blanding Blvd Middleburg FL
Imperial Lakes Dental Care 2110 Shepherd Rd Mulberry FL Renaissance Aesthetic Dentistry 12260 E Tamiami Naples FL Mission Hills Dentistry 7485 Vanderbilt
Beach Road Naples FL Bellaire Bay Dental Care 8921 Immokalee Road Naples FL Naples Premier Dentistry 12840 Tamiami Trail N Naples FL Grand Lely Dental
Care 7705 Collier Blvd Unit 404 Naples FL Hammock Gardens Dental Care 2327 State Road 44 New Smyrna Beach FL Little Road Dental Care 8267 Little Road New Port Richey FL Grand Dental of New Port Richey 4530 Grand Blvd New Port Richey FL Okaloosa Family Dentistry 1386 E John Sims Parkway Niceville FL
Sumter Dental Care 1339 North Sumter Blvd North Port FL Price Creek Dentistry 251 Toledo Blad Blvd North Port FL North Port Oral Surgery and General Dentistry
2787 Sycamore St #106 North Port FL All Aspects Dental 301 S Tubb Street, D-2 Oakland FL The Dentist Place of Ocala 2760 S E 17th Street, Suite 600 Ocala FL
Oakridge Dental Care 9590 SW Hwy 200 Unit 7 Ocala FL Smiles at Heathbrook 4608 SW College Road Ocala FL Colonial Drive Family Dentistry 10169 W Colonial
Drive Ocoee FL Dental Care at Trinity Lakes 12450 State Road Odessa FL Okeechobee Dental Care 175 SW 28th Street Okeechobee FL Bay Arbor Dental Care 3685 Tampa Road Ste 100 Oldsmar FL The Dentist Place - Orange Park 1695 Wells Road Orange Park FL Dental Care at Eagle Landing 1081 Oakleaf Plantation
Pkwy Orange Park FL Waterford Center Family & Cosmetic Dentistry 12780 Waterford Lakes Parkway Suite 105 Orlando FL Baldwin Park Family Dentay 4808 New
Broad Street Orlando FL DellaglioDentist.com 8060 Via Dellaglio Way Suite 202 Orlando FL Lee Vista Dental 8624 Lee Vista Boulevard Orlando FL Fairwater Dental
Group 1221 West Fairbanks Ave Orlando FL Smiles for Life 5724 Hansel Avenue Orlando FL Modern Smiles Dentistry 13816 Narcoossee Road, Ste B Orlando FL
Lake Nona Family Dentistry 9625 Lake Nona Village Place Orlando FL Corner Lake Family Dental 16729 East Colonial Drive, Ste 151 Orlando FL Econ River

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services, Inc.	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive, Suite 2 Effingham IL 62401
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

Dental Design at Lakeside Village 7828 Winter Garden Vineland Road, Suite 128 Windermere FL Dental Care at Westside Shoppes 11625 Lachlan Lane Windermere FL Winter Garden Village Dental 3311 Daniels Road, Suite 108 Winter Garden FL 6715 Thomasville Rd Tallahassee FL Tamiami Trail Dental Care 1250
Tamiami Trail N, Ste 107 Naples FL Prosthodontic Associates of Florida 2500 East Hallandale Beach Blvd, Ste 700 Hallandale Beach FL Hamling Grove Dental Care 16412 New Independence Parkway Winter Garden FL Lake Hancock Dental Care 16017 New Independence Pkwy Winter Garden FL Concourse Dental Care
463787 State Road 200 Yulee FL Complete Dental At Lakeside 2715 W Fairbanks Ave , Ste 100 Winter Park FL Ideal Dentistry 801 Ohio Ave Lynn Haven FL

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CNA

Heartland Dental Holding Corporation
BLANKET ADDITIONAL INSURED ENDORSEMENT GENERAL LIABILITY

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the **Commercial General Liability Coverage Part** as follows:

1. The section entitled **WHO IS AN INSURED** is amended with the addition of the following.

   We agree with **you** that coverage shall apply to any mortgagee, landlord or lessor of leased equipment (hereafter called an Additional Insured), that you are required in a written contract to name as an insured, but only with respect to the additional insured's liability arising out of the maintenance, operation or use by **you** of the premises and/or leased equipment, subject to the following provisions as set forth below:

   a. such written contract or agreement is in effect or will take effect during the term of this policy;
   b. such written contract or agreement is executed prior to the **injury** or **damage** which gives rise to a **claim**;
   c. such written contract or agreement is in effect at the time of the **occurrence** which caused the **injury or damage** complained of.

2. The Limits of Insurance applicable to such additional insured are those specified in the Declarations. However, the limits of insurance shall not exceed the limits of insurance set forth in the written contract or agreement if less than the limits shown on the Declarations. In no event shall the limits of liability or coverages in the coverage form be increased by such written contract These Limits of Insurance are inclusive of, and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage provided under the terms of paragraphs 1. and 2. of this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is stated as primary, excess, contingent or on any other basis, including self insured retention or deductible unless such written contract specifically requires that this insurance be primary and non-contributory,

4. Solely with respect to coverage pursuant to the terms of this endorsement, Section **II. Exclusions/Restrictions** is amended with the addition of the following exclusion:

   - This insurance does not apply to any liability for injury or damage which is caused by the sole negligence of such additional insured

All other terms and conditions of the Policy remain unchanged

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the Policy as follows:

The **Commercial General Liability Coverage Part,** the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended with the addition of the following terms and conditions:

Notwithstanding, we waive any right of recovery we may have against any person or entity specified below provided that:

a. **you** have a contract with such person or entity that requires such a waiver:

b. such contract is currently in effect or will take effect during the term of this policy; and

c. such contract is executed prior to the **injury** or **damage** of any nature or kind which is the basis for the **claim** against **you** and which gives rise to our right of recovery against such person or entity.

Specified Person or Entity

Any person/entity with whom the insured has agreed to waive rights of recovery

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Previous on List Next on List Return to List

Fictitious Name Search
Submit

Filing History

Fictitious Name Detail

Fictitious Name

COMFORTABLE CARE DENTAL GROUP

Filing Information

Registration Number	G93112000145
Status	EXPIRED
Filed Date	04/22/1993
Expiration Date	12/31/2008
Current Owners	1
County	SARASOTA
Total Pages	3
Events Filed	2
FEI/EIN Number	65-0118052

Mailing Address

5570 BEE RIDGE RD.
SUITE C-2
SARASOTA, FL 34233 US

Owner Information

COMFORTABLE CARE DENTAL GROUP, INC.
5570 BEE RIDGE RD., SUITE C-2
SARASOTA, FL 34233
FEI/EIN Number: 65-0791489
Document Number: P97000094409

Document Images

G93112000145 -- No image available

02/17/2003 -- RENEWAL — View image in PDF format

12/23/1998 -- RENEWAL — View image in PDF format

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Submit

Filing History

AGENDA ITEM NO. 9.10

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Wimauma Dental Care

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Wimauma Dental Care for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Wimauma Dental Care

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

AGREEMENT for affiliation with Wimauma Dental Care

Address: 6640 Intech Blvd. Suite 270 Indianapolis, IN 46278

This agreement is made this 9th day of November 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Wimauma Dental Care (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

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

IN WITNESS WHEREOF, Wimauma Dental Care and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 10/4/2022 By:

(Affiliating Site Authorized Signature)

Title: Practice Manager

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Rev. James Golden, CHAIR**
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev 01/12/2022

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Wimauma Dental Care

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

Jennifer Gilray, Ed.D.
Assistant Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J Gallagher Risk Management Services, Inc
101 S Main Street, Suite 200
Decatur IL 62523

CONTACT NAME: Jen Larson
PHONE (A/C, No, Ext): 217-233-3339 FAX (A/C, No): 217-428-0865
E-MAIL ADDRESS: jen_larson@ajg com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Columbia Casualty Company	31127
INSURER B: Continental Insurance Company	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED HEARDEN-01
Heartland Dental Holding Corporation
Heartland Dental, LLC
1200 Network Centre Drive, Suite 2
Effingham IL 62401

COVERAGES **CERTIFICATE NUMBER:** 1730612079 **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		DPA0653265388	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000 000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 3 000 000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1 000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			6072669188	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ n/a							$
	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 DESCRIPTION OF OPERATIONS below						E L. DISEASE EA EMPLOYEE	$
							E L. DISEASE - POLICY LIMIT	$
A	Dental Professional Liability			DPA0653265388	10/1/2022	10/1/2023	Per Claim Aggregate	$1,000 000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED INCLUDES Comfortable Care Dental Health Professionals, PA Manatee Technical College - East Campus is shown as additional insured solely with respect to general liability coverage as evidenced herein as required by written contract with respect to the following locations Lakeside Family Dentistry 1022 West State Road 436, Suite 1008 Altamonte Springs FL Altamonte Springs Family Dentistry 515 East Altamonte Drive, Suite 1022 Altamonte Springs FL Bonita Dental Arts 25000 Bernwood Drive Bonita Springs FL Bonita Estero Dental Group 24940 South Tamiami Trail, Ste 202 Bonita Springs FL Creekwood Dental 5210 Creekwood Boulevard Bradenton FL Family Dental Care of South Bradenton 3563 53rd Ave West Bradenton FL Bradenton Smiles Dentistry 8605 State Road 70 Bradenton FL Lifetime Dentistry of Bradenton 10708 S 64 Bradenton FL Lorraine Road Dental Care 7385 University Pkwy Bradenton
FL SmileWright Dental Center 1202 Millennium Parkway Brandon FL The Dentist Place - Brooksville 12009 Cortez Boulevard Brooksville FL The Dentist Place for

CERTIFICATE HOLDER

Manatee Technical College - East Campus
5520 Lakewood Ranch Blvd
Bradenton FL 34211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services Inc	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive Suite 2 Effingham IL 62401
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

2529 Santa Barbara Blvd Cape Coral FL Complete Dental Care of South Florida 819 Del Prado Blvd South Cape Coral FL Howell Branch Dental Care 2525 Howell
Branch Road, Suite 1051 Casselberry FL Front Street Family Dentistry 609 Front Street Celebration FL Champions Gate Dentistry 8225 Champions Gate Blvd Championsgate FL Comfortable Care - Clearwater 2532 State Road 580 Suite F Clearwater FL Royal Oaks Dental 2105 Hartwood Marsh Rd , Suite 3 Clermont FL
Citrus Tower Family Dental 1381 Citrus Tower Boulevard Suite 101 Clermont FL Citrus Grove Dental Care 2620 East Hwy 50, Ste 100 Clermont FL Clermont Endodontic Specialists 265 Hatteras Ave Ste 2 Clermont FL Coconut Creek Winning Smiles 6532 North State Road 7 Coconut Creek FL Dental Care of Davenport
7551 Osceola Polk Line Road Davenport (Reunion) FL DeBary Dental Care 415 Summerhaven Drive DeBary FL Atlantic Family Dental 5065 W Atlantic Ave Delray
Beach FL Dental Care of Deltona 1573 Saxon Blvd Ste 100 Deltona FL Dunedin Dental Care 1100 Pinehurst Road Dunedin FL Complete Dentistry of Estero 21300
Towns Common Drive Estero FL Dental Care at Grande Oak 20330 Grande Oak Shoppes Boulevard Estero FL Coconut Point Dental Care 23250 Via Villagio Estero
FL Island Walk Dental Care 1647 County Road 220 Suite 101 Fleming Island FL Coral Ridge Dental Arts 1831 NE 45th Street, Ste B Fort Lauderdale FL First Impressions Smile Center 1500 East Broward Blvd Fort Lauderdale FL Bell Tower Dental Care 5245 Big Pine Way Ste 103 Fort Meyers FL Family Oral Health Associates 1405 South 25th Street Ste B Fort Pierce FL Advanced Technology & Laser Dentistry 17640 S Tamiami Trail, Suite 300 Ft. Myers FL Family Dental of
Fort Myers 9011 Daniels Pkwy, Unit 105 Ft Myers FL University Family Dentistry 1230 N W 9th Avenue Gainesville FL Gainesville Family Dentistry 5622 NW 43rd
Street Gainesville FL Baymeadows Junction Dental Care 8206 Phillips Highway, Suite 21 Jacksonville FL Bartram Family Dental Care 13720 Old St. Augustine Road Suite 5 Jacksonville FL Arlington River Family Dental 456 University Blvd North Jacksonville FL Oakleaf Family Dentistry 9590 Applecross Road Suite 106 Jacksonville FL Beautiful Smiles Dental Care 3810 Williamsburg Park Suite 5 Jacksonville FL Smiles on Beach Boulevard 13794 Beach Blvd Jacksonville FL Skymarks Family Dental Care 790 Skymarks Drive Jacksonville FL Reedy Branch Family Dentistry 10920 Baymeadows Road Jacksonville FL Downtown Dental Associates 223 W Adams St Jacksonville FL Sandalwood Dental Care 1795 Kernan Blvd South Unit 101 Jacksonville FL Lifetime Dentistry of Lady Lake 13851 N
US Highway 441 Lady Lake FL Complete Dental of Lake City 2790 W US Hwy 90 Lake City FL BayTree Family Dental 350 Waymont Court Lake Mary FL Williston
Family Dental 910 Williston Park Pointe, Suite 2000 Lake Mary FL Lake Wales Dentistry 24174 Hwy 27 Ste 200 Lake Wales FL Mission Lakes Dental Care 5516 S
State Road 7 Ste 132/134 Lake Worth FL Village Plaza Dental Designs 4204 US Hwy 98 N - Suite 100 Lakeland FL Family Dental of Lakeside Village 1375 Town
Center Drive Lakeland FL Dental Designs of Lakeland 2222 East County Road 540A Lakeland FL Lakeland Dentistry 4335 Highland Park Blvd Lakeland FL Lake
Gibson Dental Center 6440 Pearce Road Lakeland FL Family Dental Care 4455 Florida National Drive Lakeland FL Highland City Dental Care 5170 Dave Robins
Way Lakeland FL Smiles at Lakewood Ranch 14606 State Rd 70 East Lakewood Ranch FL Dental Care of Largo 1511 Indian Rocks Road Largo FL Family Dentistry
of Largo 3700 East Bay Dr Largo FL Total Health Dentistry 5781 Lee Blvd Ste 103 Lehigh Acres FL Bayberry Dental 16220 Bayberry Glen Drive Lithia FL Longwood
Family Dentistry 1385 West Highway 434, Suite 203 Longwood FL Melbourne Family Dental 2900 Lake Washington Rd - Suite 2 &3 Melbourne FL Portofino Bay Dental Care 6340 N Wickham Rd Ste 101 Melbourne FL Beautiful Smiles by Design 8525 SW 92 St Bldg A Ste 3-B Miami FL Complete Dental Care at West Bird -
Miami FL 11467 SW 40th St Miami FL Dentistry of Miami 7800 SW 87th Ave, Suite A-140 Miami FL Middleburg Family Dental Care 1776 Blanding Blvd Middleburg FL
Imperial Lakes Dental Care 2110 Shepherd Rd Mulberry FL Renaissance Aesthetic Dentistry 12260 E Tamiami Naples FL Mission Hills Dentistry 7485 Vanderbilt
Beach Road Naples FL Bellaire Bay Dental Care 8921 Immokalee Road Naples FL Naples Premier Dentistry 12840 Tamiami Trail N Naples FL Grand Lely Dental
Care 7705 Collier Blvd Unit 404 Naples FL Hammock Gardens Dental Care 2327 State Road 44 New Smyrna Beach FL Little Road Dental Care 8267 Little Road New Port Richey FL Grand Dental of New Port Richey 4530 Grand Blvd New Port Richey FL Okaloosa Family Dentistry 1386 E John Sims Parkway Niceville FL
Sumter Dental Care 1339 North Sumter Blvd North Port FL Price Creek Dentistry 251 Toledo Blad Blvd North Port FL North Port Oral Surgery and General Dentistry
2787 Sycamore St #106 North Port FL All Aspects Dental 301 S Tubb Street, D-2 Oakland FL The Dentist Place of Ocala 2760 S E 17th Street, Suite 600 Ocala FL
Oakridge Dental Care 9590 SW Hwy 200 Unit 7 Ocala FL Smiles at Heathbrook 4608 SW College Road Ocala FL Colonial Drive Family Dentistry 10169 W Colonial
Drive Ocoee FL Dental Care at Trinity Lakes 12450 State Road Odessa FL Okeechobee Dental Care 175 SW 28th Street Okeechobee FL Bay Arbor Dental Care 3685 Tampa Road Ste 100 Oldsmar FL The Dentist Place - Orange Park 1695 Wells Road Orange Park FL Dental Care at Eagle Landing 1081 Oakleaf Plantation
Pkwy Orange Park FL Waterford Center Family & Cosmetic Dentistry 12780 Waterford Lakes Parkway Suite 105 Orlando FL Baldwin Park Family Dentay 4808 New
Broad Street Orlando FL DellagioDentist com 8060 Via Dellagio Way Suite 202 Orlando FL Lee Vista Dental 8624 Lee Vista Boulevard Orlando FL Fairwater Dental
Group 1221 West Fairbanks Ave Orlando FL Smiles for Life 5724 Hansel Avenue Orlando FL Modern Smiles Dentistry 13816 Narcoossee Road, Ste B Orlando FL
Lake Nona Family Dentistry 9625 Lake Nona Village Place Orlando FL Corner Lake Family Dental 16729 East Colonial Drive, Ste 151 Orlando FL Econ River

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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services, Inc.	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive, Suite 2 Effingham IL 62401
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

Dental Design at Lakeside Village 7828 Winter Garden Vineland Road, Suite 128 Windermere FL Dental Care at Westside Shoppes 11625 Lachlan Lane Windermere FL Winter Garden Village Dental 3311 Daniels Road, Suite 108 Winter Garden FL 6715 Thomasville Rd Tallahassee FL Tamiami Trail Dental Care 1250
Tamiami Trail N, Ste 107 Naples FL Prosthodontic Associates of Florida 2500 East Hallandale Beach Blvd, Ste 700 Hallandale Beach FL Hamling Grove Dental Care 16412 New Independence Parkway Winter Garden FL Lake Hancock Dental Care 16017 New Independence Pkwy Winter Garden FL Concourse Dental Care
463787 State Road 200 Yulee FL Complete Dental At Lakeside 2715 W Fairbanks Ave , Ste 100 Winter Park FL Ideal Dentistry 801 Ohio Ave Lynn Haven FL

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CNA

Heartland Dental Holding Corporation

BLANKET ADDITIONAL INSURED ENDORSEMENT GENERAL LIABILITY

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the **Commercial General Liability Coverage Part** as follows:

1. The section entitled **WHO IS AN INSURED** is amended with the addition of the following.

   We agree with **you** that coverage shall apply to any mortgagee, landlord or lessor of leased equipment (hereafter called an Additional Insured), that you are required in a written contract to name as an insured, but only with respect to the additional insured's liability arising out of the maintenance, operation or use by **you** of the premises and/or leased equipment, subject to the following provisions as set forth below:

   a. such written contract or agreement is in effect or will take effect during the term of this policy;
   b. such written contract or agreement is executed prior to the **injury** or **damage** which gives rise to a **claim**;
   c. such written contract or agreement is in effect at the time of the **occurrence** which caused the **injury or damage** complained of.

2. The Limits of Insurance applicable to such additional insured are those specified in the Declarations. However, the limits of insurance shall not exceed the limits of insurance set forth in the written contract or agreement if less than the limits shown on the Declarations. In no event shall the limits of liability or coverages in the coverage form be increased by such written contract These Limits of Insurance are inclusive of, and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage provided under the terms of paragraphs 1. and 2. of this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is stated as primary, excess, contingent or on any other basis, including self insured retention or deductible unless such written contract specifically requires that this insurance be primary and non-contributory,

4. Solely with respect to coverage pursuant to the terms of this endorsement, Section **II. Exclusions/Restrictions** is amended with the addition of the following exclusion:

   - This insurance does not apply to any liability for injury or damage which is caused by the sole negligence of such additional insured

All other terms and conditions of the Policy remain unchanged

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the Policy as follows:

The **Commercial General Liability Coverage Part,** the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended with the addition of the following terms and conditions:

Notwithstanding, we waive any right of recovery we may have against any person or entity specified below provided that:

a. **you** have a contract with such person or entity that requires such a waiver:

b. such contract is currently in effect or will take effect during the term of this policy; and

c. such contract is executed prior to the **injury** or **damage** of any nature or kind which is the basis for the **claim** against **you** and which gives rise to our right of recovery against such person or entity.

Specified Person or Entity

Any person/entity with whom the insured has agreed to waive rights of recovery

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Fictitious Name Detail

Fictitious Name

WIMAUMA DENTAL CARE

Filing Information

Registration Number	G20000079093
Status	ACTIVE
Filed Date	07/07/2020
Expiration Date	12/31/2025
Current Owners	1
County	HILLSBOROUGH
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

6640 INTECH BLVD
STE 270
INDIANAPOLIS, IN 46278

Owner Information

COMFORTABLE CARE DENTAL HEALTH PROFESSIONALS, P.A.
1200 NETWORK CENTRE DRIVE #2
EFFINGHAM, IL 62401
FEI/EIN Number: 20-0185918
Document Number: P03000094690

Document Images

07/07/2020 -- Fictitious Name Filing View image in PDF format

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AGENDA ITEM NO. 9.11

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the 2022-2023 PIPELINE Grant, in the Amount of $543,771.00

Executive Summary
The Prepping Institutions, Programs, Employers, and Learners through Incentives for Nursing Education (PIPELINE) Grant is state funded by the 2022 Specific Appropriation Act, Item 120A. The purpose of the PIPELINE District Fund is to reward performance and excellence among nursing education programs at School District postsecondary technical career centers that offer a licensed practical nurse (LPN) program. Based on the performance of the LPN program at Manatee Technical College (MTC), the District is being allocated $543,771.00 in 2022-2023. The grant funds are discretionary and non-competitive. While the allocation is based on the performance of the MTC practical nursing program, funds may be expended on any state-funded career and technical education (CTE) postsecondary program at MTC.

A copy of the grant application is attached for review.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval to apply, accept, and expend the 2022-2023 PIPELINE Grant, in the amount of $543,771.00.

Financial Impact
There will be no cost to the General Fund. All activities under this grant are funded by state PIPELINE dollars at no material expense to the District. This grant will bring the District $543,771.00 for the period July 1, 2022 to June 30, 2023. The budget includes salary and benefits for one nursing education instructor, recruitment and retention bonuses for nursing education faculty, professional/technical services, and instructional equipment. Grant funds may not be used for indirect costs.

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

Attachments:
2022-2023 PIPELINE Grant Application

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	**A) Program Name:**	**DOE USE ONLY**
Florida Department of Education, upload into Office of Grants Management (OGM) ShareFile Folder #1 TAPS# 23B132	2022-2023 Specific Appropriation 120A, Aid to Local Governments – Grants and Aids – Nursing Education from General Revenue Fund, PIPELINE Fund **TAPS NUMBER:** 23B132	Date Received

B) Name and Address of Eligible Applicant:
School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Project Number (DOE Assigned)

C) Total Funds Requested:

$ 543,771.00

DOE USE ONLY

D) Applicant Contact & Business Information

Contact Name: **Dr. Valerie Viands, Director, Manatee Technical College;** Fiscal Contact Name: **Rochelle Maningas, Grants Accountant**	Telephone Numbers: **941.751.7900, ext. 46001** **941.708.8770, ext. 41148**
Mailing Address: **Manatee County School District, 215 Manatee Ave. W. Bradenton, FL 34205**	E-mail Addresses: **viandsv@manateeschools.net** **maningasr@manateechools.net**
Physical/Facility Address: **Manatee Technical College, 6305 E. State Road 70 Bradenton, FL 34203**	DUNS number: **100012962** FEIN number: **59-6000728**

CERTIFICATION

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

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

E) Cynthia Saunders (Sep 1, 2022 22:02 EDT)
Signature of Agency Head
Pending Board approval.

Superintendent
Title

09/01/2022
Date

FLORIDA DEPARTMENT OF EDUCATION
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DOE 100A
Revised June 2022

FLORIDA DEPARTMENT OF EDUCATION
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2022-2023 Specific Appropriation 126A, Aid to Local Governments – Grants and Aids – Nursing Education from General Revenue Fund, Prepping Institutions, Programs, Employers and Learners through Incentives for Nursing Education (PIPELINE)

2022-2023 PIPELINE Funds - Districts

The purpose of the PIPELINE fund is to reward performance and excellence among nursing education programs at school district postsecondary technical career centers that offer a licensed practical nurse program pursuant to section (s.) 1009.897, Florida Statutes (F.S.), which was created through the passage of Senate Bill 2524 (Chapter 2022-154, Laws of Florida).

School district postsecondary technical career centers under 1001.44, F.S., and charter technical career centers under 1002.34, F.S., are eligible to participate.

While these funds are provided based upon recent performance in nursing education programs, the expenditure of these funds are not limited in the statue to only nursing programs. Therefore, agencies have local discretion and flexibility to expend PIPELINE FCS funds for supporting State fundable programs.

	Agency Grant Number	Allocation Amount	Agency Name	TAPS #
Select agency grant number from dropdown menu; agency name and TAPS number will prepopulate.	**410**	**$ 543,771**	**Manatee County School Board**	**TAPS#23BXXX**

2022 - 2023 State-Fundable Career and Technical Education (CTE) Programs Chart - Districts

		Cell Type:
Agency Name:	Manatee District Schools	(Auto-Populate)
Agency Number:	410	(Auto-Populate)
TAPS #23B132	TAPS#23BXXX	(Auto-Populate)

Instructions: Enter ALL of the appropriate State-Fundable CTE programs that PIPELINE (District) Program funds will be used to support.

A	B	C	D
Enter the Appropriate Program Number (Number Field) USE DROPDOWN	Program Name (Auto-Populate)	Program Type (Auto-Populate)	Career Cluster (Auto-Populate)
Example: A010512	Veterinary Assisting	CAR	Agriculture, Food, and Natural Resources
H170607	Practical Nursing	CAR	Health Science
H170694	Patient Care Technician	CAR	Health Science
W170212	Emergency Medical Technician -	CAR-ATD	Health Science
P430217	Firefighter/Emergency Medical	CAR	Law, Public Safety & Security
H170212	Paramedic	CAR-ATD	Health Science
H170211	Surgical Technology	CAR	Health Science
P430105	Florida Law Enforcement	CAR	Law, Public Safety & Security
H120406	Massage Therapy	CAR	Health Science
H170113	Dental Assisting Technology and	CAR-ATD	Health Science
I120425	Facials Specialty	CAR	Human Services
H170700	Pharmacy Technician ATD	CAR-ATD	Health Science

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	Manatee District Schools
B) DOE Assigned Project Number:	
C) TAPS Number: 23B132	

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
5350	120	Salary: Nursing Instructor to teach Practical Nursing in new sim lab for H170607	0.73	$ 15,950.00	100%
5350	210	Retirement: Nursing Instructors		$ 1,900.00	100%
5350	220	FICA: Nursing Instructors		$ 1,220.00	100%
5350	240	Workers Comp: Nursing Instructors		$ 160.00	100%
5350	120	Salary: Recruitment/Retention Incentives for instructors of Practical Nursing H170607 and Patient Care Technician H170694		$ 54,750.00	100%
5350	210	Retirement: Nursing Instructors		$ 6,521.00	100%
5350	220	FICA: Nursing Instructors		$ 4,188.00	100%
5350	231	Health Insurance: Nursing Instructors		$ 596.00	100%
5350	232	Life Insurance: Nursing Instructors		$ 10.00	100%
5350	240	Workers Comp: Nursing Instructors		$ 548.00	100%
6300	120	Salary: Incentive for nursing director for H170607 and H170694		$ 12,000.00	100%
6300	210	Retirement: Nursing director		$ 1,429.00	100%
6300	220	FICA: Nursing director		$ 918.00	100%
6300	231	Health Insurance: Nursing director		$ 1,590.00	100%
6300	232	Life Insurance: Nursing director		$ 26.00	100%
6300	240	Workers Comp: Nursing director		$ 120.00	100%
5350	310	Prof/Tech Services: Vendor to provide installation and on-site instruction on birthing simulator for Practical Nursing H170607, EMT ATD W170212, Firefighter/EMT Combined P430217, and Paramedic ATD H170212		$ 18,338.00	100%
5350	350	Repairs/Maintenance: Replacing sensors & valves in burn tower for instruction in Firefighter P430211 and Firefighter/EMT Combined P430217		$ 51,890.00	100%
5350	360	Software Rental: Immunization tracking software ($2,400) for Practical Nursing H170607 and Surgical Technology H170211; Virtual Reality Patient software ($6,850) for H170607		$ 9,250.00	100%
5350	641	Cap FFE: Two police vehicles for instruction in Law Enforcement Academy P430105		$ 90,758.00	100%
5350	642	Noncap FFE: phlebotomy chairs, cabinets and dryer to support instruction in Practical Nursing H170607 ($8,149); massage chairs for Massage Therapy H120406 ($3,200); skeletons for Massage Therapy H120406, Medical Assisting H170515, and Dental Assisting ATD H170113 ($7,440); handpieces and maintence system for Dental Assisting ATD H170113 ($22,469); therrmal imaging camera for Firefighter P430211 and Firefighter/EMT Combined P430217 ($3,579); facial machines for Facials Specialty I120425 ($10,764)- NO ITEM COSTS $5,000 or more		$ 55,601.00	100%
5350	644	Noncap Computer Hardware: patient monitors for birthing simulator ($4,300) for Practical Nursing H170607, EMT ATD W170212, Firefighter/EMT Combined P430217, and Paramedic ATD H170212; and nurse call systems ($8,283) for Practical Nursing H170607 - NO ITEM COSTS $5,000 or more		$ 12,583.00	100%
5350	648	Cap Tech FFE: Automated pharmaceutical dispensing system for instruction in Pharmacy Technician ATD H170700		$ 42,998.00	100%
5350	648	Cap Tech FFE: Two birthing simulators for instruction in Practical Nursing H170607, EMT ATD W170212, Firefighter/EMT Combined P430217, and Paramedic ATD H170212		$ 140,428.00	100%
5350	649	NonCap Tech FFE: Virtual Reality headsets for instrruction in Practical Nursing H170607. NO ITEM COSTS $5,000 or more.		$ 6,000.00	100%
5350	691	Cap Software: Software for automated pharmaceutical dispensing system for Pharmacy Technician ATD H170700		$ 13,999.00	100%
			D) TOTAL	$ 543,771.00	

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

April 2022 DOE 101S

PIPELINE Project Performance Accountability Form

Submit this form with the grant application
(DO NOT ALTER THIS FORM)

Definitions

- **Scope of Work-** The major tasks that the grantee is required to perform
- **Tasks-** The specific activities performed to complete the Scope of Work
- **Deliverables-** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- **Evidence-** The tangible proof
- **Due Date-** Date for completion of tasks
- **Unit Cost-** Dollar value of deliverables

Scope of Work Tasks/Activities	Deliverables	Evidence (verification)	Due Date (completion)	Unit Cost
• Expend funds on State fundable CTE programs.	Expend funds to enhance School district postsecondary technical career centers programs. Agencies have local discretion regarding which State fundable Career and Technical Education (CTE) programs these funds will support.	• Grant Activity Summary Report • DOE399 (FDOE Project Disbursement Report) • PIPELINE District Fund Performance Report	Quarterly Fiscal and Performance Reports: • October 15, 2022 • January 15, 2023 • April 15, 2023 • August 22, 2023	• Cost reimbursement . • Agencies will provide a DOE399 to validate the actual cost.

AGENDA ITEM NO. 9.12

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the Title I, Part A, Amendment in the Amount of $1,082.552.00

Executive Summary
The Title I, Part A, Grant is an annual federal entitlement grant that focuses on high academic achievement, improving teaching and learning, and increasing parent and community involvement for students in high poverty schools. The School District of Manatee County was awarded an additional allocation for Title I, Part A in the amount of $1,082,552.00. Amendment 1 reflects the activities and budget lines that were adjusted for the additional allocation. This includes an increased per pupil allocation (PPA) for the schools, including the adjusted share for equitable services to private schools. Amendment 1 also includes a $1,270,043.59 reduction in the initial projected roll forward amount. These changes have altered budget line amounts as outlined in the attached DOE 150 and DOE 151 forms and the amended PSES/NPSES documents.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Curriculum & Instruction | Goal 3
Establish professional learning systems to advance continuous academic improvements, promote collective responsibility for student achievement, and support alignment of educator goals, school improvement goals, and school district goals by August 2022.

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

Student Achievement | Goal 1
By 2023, 56% of our third-grade students will meet or exceed grade-level expectations for reading.

Student Achievement | Goal 2
Increase the average high school graduation rate by 2% points each school year (baseline: 2018-2019, 83.2%).

Student Achievement | Goal 4
Increase the percentage of students deemed Kindergarten ready by 2% each school year using documented performance on the Florida Kindergarten Readiness Screener.

Recommendation
The Superintendent recommends approval to apply, accept and expend the Title I, Part A amendment in the amount of $1,082.552.00.

Financial Impact
There will be no cost to the general fund. The District is projected to receive funds through Title, I Part, A Improving Basic Programs grants for the 2022-2023 school year.

Contact

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

Attachments:
REVISED Title I Part A Amendment 1

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**School District of Manatee County**	Date Received
B) Program Name: ___Title I, Part A_____ **TAPS Number:** 23A001		**Project Number (DOE Assigned)** **410-2123B-3CB01**

C) Amendment Type	D) Amendment Request Contact Information	
☒ Program ☒ Budget **Amendment Number:** 1 Amendment 1 with recommended revisions from the FLDOE!	Contact Name: Latrina Singleton/Megan Johnson	Telephone Numbers: **941-751-6550 x 43347/43066**
	Mailing Address: **215 Manatee Ave. W** **Bradenton, FL 34205**	E-mail Addresses: Singleton2L@manateeschools.net Johnson9m@manateeschools.net

E) Required Signature and Certification

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

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

Signature of Agency Head	Title	Date
Cynthia Saunders (Nov 1, 2022 09:33 EDT)	Superintendent	October 28,, 2022

F) Narrative

Additional Allocation of $1,082,552.00

The funds for the additional allocation will be used mostly for activities already existing and approved in the initial grant application. Areas of Focus 1, 2, 5, 6, and 9 have new activities added that already exist in the approved grant and are noted accordingly. The two new budget lines are also indicated in the narrative.

Area of Focus 1:
Activity 2- Salaries to fund hourly pay for teachers, instructional coaches, and paraprofessionals to work before, after, Saturday and summer school remediation and enrichment programs that will provide students with the opportunity to master state standards and apply learning, and/or support transitioning students to the next grade level; Teachers/Instructional Coaches (6.2 FTE) = $350,091.01; Paraprofessionals (3.0 FTE) = $57,200.00 and $81,584.04 for benefits (Activity 5).

Activity 11- Fund other purchased services to supplement printing at Title 1 schools. Printing needs include printing for remediation and enrichment programs and small group or tiered interventions. Total = $10,541.01.

Activity 12- Purchase supplies critical to supporting additional Title I positions, and provide supplemental classroom and student supplies and consumable materials required for remediation and enrichment programs, whole and small group instruction within the core and intervention groups; This includes classroom/office supplies and consumable materials including supplemental student workbooks for Magnetic, Acaletics, SRA, Wilson Fundations, SIPPS, Do the Math, ACT Now, Measuring Up, Champs, Coach Practice workbooks, Rehearsal Math, Math Nation and Algebra and Geometry workbooks; Total = $95,294.05.

Activity 16- Purchase Other Materials and Supplies. Schools will purchase content area manipulatives to model concepts that support the standards and a range of classroom book sets for students to use in the classroom to support reading goals and state standards; $57,282.28.

Activity 17- Purchase noncapitalized furniture, fixtures and equipment to purchase portable learning centers/easels/white boards, and display boards and stands to use in the school/classroom to support and engage students in learning; Total = $5632.01.

Activity 32- Fund professional and technical services for contracts with consultants to provide professional development for Thinking Maps, SRA, Acaletics, iReady/Magnetics, PLCs, Literacy Footprints, Heinemann Consultants, Learning Focus, and life skills trainings; Total = $37,000.

Activity 42- Distributions to Charter Schools. The charter schools will add to their allocations to support the already approved positions and supplemental instructional supports to students; Total 118,120.00.

Library Books (AoF 1). The activity already exists as part of the RF: AoF 1, Activity 54 for the LEA. We are just adding it to the school budget line as well for the same activity. $11,000.00

New Activity and Budget Line for AoF 1, Activity 66. Travel. Purchase daily bus passes for students, so they can attend tutoring during extended day/year programs. Total = $8,000.00.

Area of Focus 2:

Activity 10- Funds for Travel. In-County, Local Daily Travel between school sites and out-of-county travel for technical assistance meetings including ECTAC/FASFEPA and in-state PFE conferences for the program specialists and parent engagement representatives at Title I Schools. $500.00

Activity 5- Provide supplies, food and materials to support parent and family engagement activities as well as compliance items required for monitoring, including parent guides, flash cards, take-home books, folders, binders, and other office supplies; $1,800.00. (Amount required to meet the 1% PFE set-aside with the additional allocation.)

Activity 7- Distribution to charter schools for the Parent and Family Engagement Set-Aside to provide printing, materials, supplies, food for parent meetings, agendas and parent folders for two-way home-school communication, postage, Home School Liaisons, translation services, and parent conference registration to support the Parent and Family Engagement activities outlined in the school Parent and Family Engagement Plans (PFEPs); $1,800.00. (Amount required to meet the 1% PFE set-aside with the additional allocation.)

Activity 13- Provide supplies to support the program specialist, district attendance initiatives, and other district organized parent meetings and activities; $706.36. (Part of 2% set-aside).

New Activity in AoF 2 (already approved in grant). Other Support Personnel- Parent Involvement. Outside of contract hourly rate to be paid to Parent Engagement Leads/Home School Liaisons to support district level PFE activities outside of school hours. Total = $1000.00 and $205.60 for benefits.

New Activity in AoF 2 (already approved in grant). Dues and Fees. To pay for registration for Parent Engagement Leads at Title I schools to attend virtual PFE conferences; Total = $2519.17.

Area of Focus 5:

New Activity for AoF 5 (already approved in grant)- Fund professional and technical services to fund contracts to bring on-site

learning experiences/on-site field trips through the VPK/Early Learning Coalition STEAM/Science Bus. Total $50,000.00

New Activity for AoF 5 (already approved in grant)- Purchase supplies critical to supporting additional Title I funded PreK positions, and provide supplemental classroom and student supplies and consumable materials required for remediation and enrichment programs, whole and small group instruction within the core and intervention groups; Classroom supplies include binders, folders, clip boards, materials to support life skills, organizational materials, chart paper, paper (copy/notebook/constructions/graph/laminating/journal/composition/bulletin board), pencils, pens, scissors, markers, crayons, tape, glue, scissors, white boards, and sticky notes. Consumable materials include supplemental student workbooks for core subject areas and life skills; Total = $7,573.94.

New Activity for AoF 5 (already approved in grant- Purchase supplemental textbooks to support literacy, math, social studies, and science activities within the Title I funded Pre-K classrooms, during small group instruction, and in remediation and enrichment programs. Materials include SRA, Benchmark Phonics, SIPPS, Literacy Footprints, phonics supplements, and reference materials and mentor texts to support content, life skills and behavioral programs; Total = $2,500.00

New Activity for AoF 5 (already approved in grant- Purchase Other Materials and Supplies. Schools will purchase content area manipulatives to model concepts that support the standards and a range of classroom book sets for students to use in the classroom and support reading goals and VPK/state standards; Total = $2,500.00

New Activity for AoF 5 (already approved in grant)- Classroom Teacher. Funds to pay the hourly rate for teachers, instructional coaches, and paraprofessionals to attend facilitated collaborative planning/PD outside of their contracted hours to build their capacity to meet the needs of students who are failing or at risk of failing. Total = $12,000.00 teachers; $4589.25 professionals and $3,410.75 for benefits.

Area of Focus 6:
Activity 3- Fund professional and technical services to contract with teachers to provide support to summer school programs focusing on math, reading, writing, and/or STEM for eligible Title 1 students attending one of five designated private schools. Summer programs (providing of services) Total = 4,018.08.

Activity 11- PFE SET-ASIDE: Fund supplies to support Parent and Family Engagement (PFE) activities (PFE SET-ASIDE) amounts: Funds will support parent engagement events to build the capacity of parents to support their children with academics at home, private schools will purchase office supplies, light refreshments, and consumable materials including take home books, flash cards, and educational games for families; Total = $306.36.

Activity 12- Provide professional & technical services for professional development contracts to the Title 1 teachers to build capacity related to best practices in technology, math, reading, and writing to support Title 1 students in private schools; Consultant to deliver professional development on teaching students from marginalized populations: (Contract not to exceed $3,000.00 per day); Total: = $2,750.00.

Activity 17- Provide tech-related rentals to provide students with access to supplemental support including iXL, Raz-Plus, Imagine Learning Language and Literacy, and Imagine Learning Math/ELA subscriptions/renewals. Total = $5,680.00

Activity 18- Fund supplies to support remediation during tutoring and extended day/year programs: tutor office supplies and workbooks for targeted intervention in math and reading for summer programs involving STEM, reading and math tutoring; Total = $3,591.07.

Activity 21- Fund other materials and supplies for classroom book sets and math and ELA manipulatives; Total = 4,228.66.

New Activity for AoF 6 (already approved in grant)- locking cabinets to store Title I materials to keep supplemental items secure and separate for only student eligible for Title I services. Total = $780.00.

New Activity for AoF 6 (already approved in grant)- Fund non-capitalized computer hardware for students eligible for Title I services. Total - $5782.05.

New Activity for AoF 6 (already approved in grant). Provide tech-related rentals for the following online subscriptions to provide teachers with access to interactive lesson planning to support the supplemental instruction for students eligible for Title I services. Total = $1,500.00

New Activity for AoF 6 (already approved in grant). Fund non-capitalized software to support the reading program for students

eligible for Title I services. Total = $2,000.00.

Area of Focus 9:

New Activity for AoF 9 (already approved in grant)- Fund travel to provide student admission fees for educationally related field trips to local organizations and museums, including Mote Marine, South Florida Museum, Florida Aquarium, state/county fairgrounds. Total = $4,500.00.

New Activity for AoF 9 (already approved in grant)- Classroom Teacher. Funds to pay the hourly rate for teachers, instructional coaches, and paraprofessionals to attend facilitated collaborative planning/PD outside of their contracted hours to build their capacity to meet the needs of students who are failing or at risk of failing. Total = $2,000.00 teachers; $758.39 paraprofessionals with $567.13 for benefits.

New Activity for AoF 9 (already approved in grant)- Provide contracted services for substitutes so teachers can participate in half/full day professional development including analyzing student data to establish appropriate and effective interventions for students not meeting proficiency. PD will be based on each school's specific school needs; Total = $3,000.00.

Area of Focus 10:

Activity 6- Travel. Increasing amounts in this activity to cover the increased costs of flights, hotel, and mileage. Total = $23,307.02.

Activity 13- Indirect Cost. For the additional allocation. Total = $40,213.86

Activity 15- Technology-Related Rentals. Moving this line from the already approved projected roll forward to the additional allocation to provide tech-related rentals for online subscriptions to assist with the implementation, monitoring, and evaluation of the Title 1, Part A program = $23,100.00.

Activity 16- Funds for periodicals. Moving this line from the already approved projected roll forward to the additional allocation to provide the Title 1 Monitor to inform FP&G staff of important grant updates and ideas for federal funds; Total = $500.00.

Activity 17- Provide dues and fees; Moving this line from the already approved projected roll forward to the additional allocation to purchase memberships for the Title 1 Department, including ASCD and other professional memberships for district Title 1 staff = $4,000.00.

Activity 19- Fund Non-Capitalized Computer Hardware; Moving this line from the already approved projected roll forward to the additional allocation to purchase Chromebook, iPads (for district level school support) Total =$1,000.00.

Activity 20- Fund technology related capitalized fixtures and equipment; Moving this line from the already approved projected roll forward to the additional allocation to purchase 75" Samsung Display Total = $12,000.00.

Activity 21- Fund non-capitalized software for the technology equipment. Moving this line from the already approved projected roll forward to the additional allocation Total = $1,000.00.

Additional Program Change to update the initial narrative for Area of Focus 1 Activity 1. Salaries to fund classroom teachers to provide supplemental support to the Core instruction (e.g. build background, increase vocabulary, make input comprehensible, reinforce concepts and build conceptual understanding) and provide remediation and additional support for Tier 2 and Tier 3 instruction; *classroom teachers may also be used to further reduce class size for students who are failing or are at risk of failing.* (25.15 FTE) = $1,348,556.35.

Projected Roll Forward Revision

Budget amendment for the projected roll-forward funds to provide:

Additional funds for Other Materials and Supplies (RF:AoF 1, Activity 59) to provide supplemental teacher resources for small group intervention supports for students failing or at risk of failing. Total = $50,000.00

Increasing funds to Professional and Technical Services (RF:AoF 1, Activity 61) for contracts to provide professional development

sessions from Curriculum and Associates (less than $3000.00/day) and our district third-party vendor to provide substitute teachers (~$145/day for $10,000) for professional development through facilitated collaborative planning. Total = $34,260.12

Increasing funds Non-Capitalized Computer Hardware (RF: AoF 10, Activity 19) for laptops, Chromebooks, iPads for supplemental Title I funded positions (Specialists, social workers, Graduation Enhancement Technicians, Jr. Accountants). $16,000.00

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

B. Enter Program Name and TAPS number as listed on the original Project Award Notification.

C. Enter Amendment Type – Refer to Project Application and Amendment Procedures for Federal and State Programs (Green Book) for definitions of Program and Budget amendments.

D. Enter Amendment Request Contact Information for the person who is responsible for the project.

E. Complete Required Signature. **Note:** Application amendments signed by officials other than the Superintendent, or President/Chairman of the Board, must have a letter of authorization to sign on the behalf of said official, attached to the DOE 150 when the application amendment is submitted.

F. Provide sufficient narrative to describe and justify the type of amendment being requested. Narrative should include the purpose of the amendment and description of the amended services or budget changes – i.e. changes in scope or objectives, changes in deliverables or work tasks and how these changes affect the original application. Any budget change will require details on the increase/decrease and how the change affects the original application.

Attach Budget Amendment Narrative Form (DOE 151) if this amendment requires budget changes.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) 410/Manatee
District/Agency Name

B) 410-2123B-3CB01 /23A001
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved
$ 1,082,552.00

E) Total Project Amount resulting from this Budget Amendment
$ 1,082,552.00

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
		Additional Allocation $1,082,552.00			
5100	120	Classroom Teacher. (AoF1) Activity 2	6.2	350,091.01	
5100	150	Paraprofessionals. (AoF1) Activity 2	3	57,200.00	
5100	210	Retirement. (AoF1) Activity 5		47,040.00	
5100	220	FICA. (AoF1) Activity 5		30,551.04	
5100	240	Workers' Compensation. (AoF1) Activity 5		3,993.00	
5100	310	Professional and Technical Services. (AoF6) Activity 3		4,018.08	
5100	330	Travel. (AoF9) LEA 1% SE Activity NEW		4,500.00	
5100	369	Technology-Related Rentals (AoF6) Activity 17		5,680.00	
5100	390	Other Purchased Services (AoF1) Activity 11		10,541.01	
5100	394	Distributions to Charter Schools (AoF1) Activity 42		118,120.00	
5100	510	Supplies (AoF6) Activity 18		3,591.07	
5100	510	Supplies. (AoF1) Activity 12		95,294.05	
5100	590	Other Materials and Supplies (AoF6) Activity 21		4,228.66	
5100	590	Other Materials and Supplies. (AoF1) Activity 16		57,282.28	
5100	610	Library Books. (AoF1) Activity New		11,000.00	
5100	642	Non Cap FF&E (AoF6) Activity NEW		780.00	
5100	642	Non Cap FF&E (AoF1) Activity 17		5,632.01	
5100	644	Non Cap Computer Hardware (AoF6) Activity New		5,782.05	
5500	310	Professional and Technical Services (AoF5) Activity New		50,000.00	
5500	510	Supplies. (AoF5) Activity New		7,573.94	
5500	520	Textbooks. (AoF5) Activity New		2,500.00	
5500	590	Other Materials and Supplies (AoF5) Activity New		2,500.00	
6150	160	Parent Involvement - Other Support Personnel. NCH for Home School Liaision and Parent Lead (AoF2) Activity New	0.37	1,000.00	
6150	210	Retirement. NCH for Home School Liaision and Parent Lead (AoF2) Activity New		119.10	
6150	220	FICA. NCH for Home School Liaision and Parent Lead (AoF2) Activity New		76.50	
6150	240	Workers' Compensation. NCH for Home School Liaision and Parent Lead (AoF2) Activity New		10.00	
6150	330	TRAVEL. (AoF2) Activity 10		500.00	
6150	369	Technology Related Rentals (AoF2) Activity 11		13,119.91	
6150	394	Distributions to Charter Schools (AoF2) Activity 7		1,800.00	
6150	510	Supplies. School-Wide Supplies (AoF2) Activity 5		1,800.00	

6150	510	**Supplies.** LEA % (AoF2) Activity 13		706.36	
6150	510	**Supplies.** - Private School Allocation (AoF6) Activity 11		306.36	
6150	730	**Dues and Fees.** (AoF2) New Activity		2,519.17	
6300	330	**Travel.** (AoF10) Activity 6		23,307.02	
6300	369	**Technology-Related Rentals** (AoF10) Activity 15		23,100.00	
6300	369	**Tech Related Rentals** (AoF6) Activity NEW		1,500.00	
6300	530	**Periodicals** (AoF10) Activity 16		500.00	
6300	644	**Noncapitalized Computer Hardware** (AoF10) Activity 19		1,000.00	
6300	648	**Technology-Related Capitalized Fixtures and Equipment** (AoF10) Activity 20		12,000.00	
6300	692	**Noncapitalized Software** (AoF10) Activity 21		1,000.00	
6300	692	**Non Cap Software** (AoF6) Activity New		2,000.00	
6300	730	**Dues and Fees** (AoF10) Activity 17		4,000.00	
6400	120	**Classroom Teacher.** (AoF9) Activity New	0.04	2,000.00	
6400	120	**Classroom Teacher.** (AoF5) Activity New	0.22	12,000.00	
6400	150	**Paraprofessional.** (AoF9) Activity New	0.04	758.39	
6400	150	**Paraprofessional.** NCH Collabortive Planning/PD (AoF5) Activity New	0.24	4,589.25	
6400	210	**Retirement.** (AoF9) Activity New		328.52	
6400	210	**Retirement.** (AoF5) New		1,975.78	
6400	220	**FICA.** (AoF9) Activity New		211.02	
6400	220	**FICA.** (AoF5) Activity New		1,269.08	
6400	240	**Workers' Compensation.** (AoF9) Activity New		27.59	
6400	240	**Workers' Compensation.** (AoF5) New		165.89	
6400	310	**Professional And Technical Services** - (AoF9) Activity New		3,000.00	
6400	310	**Professional and Technical Services** (AoF6) Activity 12		2,750.00	
6400	310	**Professional and Technical Services** (AoF1) Activity 32		37,000.00	
7200	792	**Indirect Cost** (AoF10) Activity 13		40,213.86	
7800	330	**Travel .** Student Bus passes for transportation after school tutoring and Saturday School. (AoF1) Activity 66		8,000.00	
		Projected Roll Forward Budget Amendment			
6300	590	**Other Materials and Supplies** (RF: AoF1) Activity 59		50,000.00	
6400	310	**Professional and Technical Services** (RF: AoF1) Activity 61		34,260.12	
6300	644	**Noncapitalized Computer Hardware** (RF: AoF10) Activity 19		16,000.00	
5100	510	**Supplies.** (AoF1) Activity 50			**$ 50,260.12**
5100	590	Other Materials and Supplies (AoF1) Activity 53			**$ 50,000.00**
			Total:	**$ 1,182,812.12**	**$ 100,260.12**

	Total District Allocation	
	$14,069,518.00	
Number of Public CLIF	Number of Private CLIF	Total CLIF (auto-calc)
15153	442	15595
Total Public School Proportion (auto-calc)	Total Private School Proportion (auto-calc)	
97.17%	2.83%	
Total Public School Allocation (auto-calc)	Total Private School Allocation (auto-calc)	
$13,671,351	$398,167	
	Private School Administrative Cost Reservation	
	$0	

LEA NAME: School District of Manatee County — **School Year: 2022-2023**

Ranking Type: District-Wide
Data Certain: 2/11/2022 (using preliminary Survey 3 data from 2/15/2022
Community Eligibility Program: Option 5- Combination of CEP/DC and non-CEP schools
Allocation Process:

The School District of Manatee County only serves schools with over 75% (75.01% or greater) of students coming from low-income families. The Per Pupil Allocations (PPAs) for the Title I funding range from $~~700.00~~ $770.00 down to $100.00.

School Name	School Number	Grade Cont.	School Type	New School	Reported 2021-2022 Number of Children Attending Public Schools	Reported 2021-2022 Number of Children from Low Income Families	Reported 2022-2023 Percent of Children from Low Income Families	2021-2022 Number of Children Attending Public Schools	2021-2022 Number of Children from Low Income Families	2022-2023 Percent of Children from Low Income Families	Selection Code	Program Type	2021-2022 PPA Per Pupil Allocation	2021-2022 TSA Total School Allocation	Provision 2 or CEP	1% Allocation for Parent and Family Engagement	Grade Span Grouping	2022-2023 PPA Per Pupil Allocation (ranked for additional allocation- Amendment 1)	2022-2023 TSA Total School Allocation (ranked for additional allocation- Amendment 1)	1% Allocation for Parent and Family Engagement (ranked for additional allocation- Amendment 1)
JUST FOR GIRLS ELEMENTARY SCHOOL	2019	K-5	Elementary	N	48	48	95.83%	48	48	100.00%	E	N/A	~~$ 700.00~~	~~$ 33,600.00~~	2019-2020	$0.00		$ 770.00	$ 36,960.00	$0.00
LINCOLN MEMORIAL MIDDLE SCHOOL	0061	6-8	Middle/Junior	N	286	235	86.15%	296	296	100.00%	A	SW	~~$ 700.00~~	~~$ 207,200.00~~	2020-2021	$ 2,960.00		$ 770.00	$ 227,920.00	$ 3,560.00
OASIS MIDDLE SCHOOL	2122	6-8	Middle/Junior	N	70	60	85.71%	70	70	100.00%	A	SW	~~$ 700.00~~	~~$ 49,000.00~~	2014-2015	$ 770.00		$ 770.00	$ 53,900.00	$ 2,370.00
VISIBLE MEN ACADEMY	2181	K-5	Elementary	N	73	60	82.19%	73	73	100.00%	A	SW	~~$ 700.00~~	~~$ 51,100.00~~	2014-2015	$ 814.00		$ 770.00	$ 56,210.00	$ 1,414.00
MANATEE ELEMENTARY SCHOOL	0151	PREK-5	Elementary	N	528	431	81.63%	528	528	100.00%	A	SW	~~$ 700.00~~	~~$ 369,600.00~~	2014-2015	$ 5,270.00		$ 770.00	$ 406,560.00	$ 5,270.00
BALLARD ELEMENTARY SCHOOL	0051	PREK-5	Elementary	N	350	282	80.57%	350	350	100.00%	A	SW	~~$ 700.00~~	~~$ 245,000.00~~	2014-2015	$ 3,500.00		$ 770.00	$ 269,500.00	$ 4,100.00
ONECO ELEMENTARY SCHOOL	0761	PREK-5	Elementary	N	577	459	79.55%	577	577	100.00%	A	SW	~~$ 700.00~~	~~$ 403,900.00~~	2014-2015	$ 4,616.00		$ 770.00	$ 444,290.00	$ 4,616.00
G D ROGERS GARDEN- BULLOCK ELEMENTARY	0271	PREK-5	Elementary	N	470	370	78.72%	470	470	100.00%	A	SW	~~$ 700.00~~	~~$ 329,000.00~~	2014-2015	$ 4,700.00		$ 770.00	$ 361,900.00	$ 4,700.00
HORIZONS ACADEMY	0731	PREK-12	Combination Elementary & Secondary	N	261	205	78.54%	261	261	100.00%	A	SW	~~$ 700.00~~	~~$ 182,700.00~~	2015-2016	$ 2,187.00		$ 770.00	$ 200,970.00	$ 2,967.00
SAMOSET ELEMENTARY SCHOOL	0421	PREK-5	Elementary	N	560	439	78.39%	560	560	100.00%	A	SW	~~$ 700.00~~	~~$ 392,000.00~~	2014-2015	$ 5,040.00		$ 770.00	$ 431,200.00	$ 5,040.00
PACE CENTER FOR GIRLS	2004	6-12	Senior High	N	54	42	77.78%	54	54	100.00%	E	N/A	~~$ 700.00~~	~~$ 37,800.00~~	2019-2020	$0.00		$ 770.00	$ 41,580.00	$0.00
PALMETTO ELEMENTARY SCHOOL	0301	PREK-5	Elementary	N	560	434	77.50%	560	560	100.00%	A	SW	~~$ 700.00~~	~~$ 392,000.00~~	2014-2015	$ 5,460.00		$ 770.00	$ 430,420.00	$ 5,460.00
BLADESUMN ELEMENTARY SCHOOL	0541	PREK-5	Elementary	N	484	374	77.27%	484	484	100.00%	A	SW	~~$ 700.00~~	~~$ 338,800.00~~	2014-2015	$ 4,356.00		$ 770.00	$ 372,685.00	$ 4,356.00
TEAM SUCCESS A SCHOOL OF EXCELLENCE	2102	K-12	Combination Elementary & Secondary	N	1,113	848	76.19%	1,113	1,113	100.00%	A	SW	~~$ 700.00~~	~~$ 779,100.00~~	2014-2015	$ 8,912.00		$ 770.00	$ 857,010.00	$ 8,912.00
PALM VIEW K-8 SCHOOL	0281	PREK-8	Elementary	N	819	612	74.73%	819	819	100.00%	A	SW	~~$ 700.00~~	~~$ 573,300.00~~	2014-2015	$ 7,380.00		$ 770.00	$ 630,630.00	$ 7,380.00
JAMES TILLMAN ELEMENTARY MAGNET SCHOOL	0521	PREK-5	Elementary	N	561	417	74.30%	561	561	100.00%	A	SW	~~$ 700.00~~	~~$ 392,700.00~~	2014-2015	$ 5,600.00		$ 770.00	$ 432,740.00	$ 5,600.00
BLANCHE H. DAUGHTREY ELEMENTARY	0411	PREK-5	Elementary	N	753	541	71.85%	753	753	100.00%	A	SW	~~$ 650.00~~	~~$ 489,450.00~~	2014-2015	$ 7,520.00		$ 700.00	$ 527,100.00	$ 7,520.00
FLORINE J ABEL ELEMENTARY SCHOOL	0621	PREK-5	Elementary	N	442	317	71.72%	442	442	100.00%	A	SW	~~$ 650.00~~	~~$ 287,300.00~~	2014-2015	$ 3,978.00		$ 700.00	$ 309,400.00	$ 3,978.00
BAYSHORE ELEMENTARY SCHOOL	0061	PREK-5	Elementary	N	676	482	71.30%	676	676	100.00%	A	SW	~~$ 650.00~~	~~$ 439,400.00~~	2014-2015	$ 5,400.00		$ 700.00	$ 473,200.00	$ 5,400.00
MANATEE CHARTER SCHOOL	2121	K-8	Combination Elementary & Secondary	N	483	347	71.11%	483	483	100.00%	A	SW	~~$ 650.00~~	~~$ 313,950.00~~	2015-2016	$ 3,864.00		$ 700.00	$ 341,600.00	$ 3,904.00
H.S. MOODY ELEMENTARY SCHOOL	0601	PREK-5	Elementary	N	582	407	69.93%	582	582	100.00%	A	SW	~~$ 650.00~~	~~$ 378,300.00~~	2014-2015	$ 5,247.00		$ 700.00	$ 407,400.00	$ 5,247.00
MANATEE SCH. OF ARTS/SCI ENCES	2103	PREK-6	Elementary	N	116	81	69.83%	116	116	100.00%	A	SW	~~$ 650.00~~	~~$ 75,400.00~~	2017-2018	$ 1,160.00		$ 700.00	$ 81,200.00	$ 1,740.00
W. D. SUGG MIDDLE SCHOOL	0581	6-8	Middle/Junior	N	1,000	690	69.00%	1,000	1,000	100.00%	A	SW	~~$ 650.00~~	~~$ 650,000.00~~	2014-2015	$ 8,024.00		$ 700.00	$ 700,000.00	$ 8,024.00
ROBERT H. PRINE ELEM. SCHOOL	0381	PREK-5	Elementary	N	715	492	68.81%	715	715	100.00%	A	SW	~~$ 650.00~~	~~$ 464,750.00~~	2014-2015	$ 7,150.00		$ 700.00	$ 500,500.00	$ 7,150.00
ELECTA LEE MAGNET MIDDLE	0761	6-8	Middle/Junior	N	779	529	67.91%	779	779	100.00%	A	SW	~~$ 650.00~~	~~$ 506,350.00~~	2014-2015	$ 7,790.00		$ 700.00	$ 545,300.00	$ 7,790.00
SEA BREEZE ELEMENTARY SCHOOL	0671	PREK-5	Elementary	N	479	324	67.64%	479	479	100.00%	A	SW	~~$ 650.00~~	~~$ 311,350.00~~	2015-2016	$ 3,832.00		$ 700.00	$ 335,300.00	$ 3,832.00
SOUTHEAST HIGH SCHOOL	0451	9-12	Senior High	N	1,252	802	64.06%	1,252	1,252	100.00%	A	SW	~~$ 420.00~~	~~$ 525,840.00~~	2018-2019	$ 7,494.00		$ 447.00	$ 559,644.00	$ 7,494.00
BAYSHORE HIGH SCHOOL	0072	9-12	Senior High	N	993	629	63.34%	993	993	100.00%	A	SW	~~$ 420.00~~	~~$ 417,060.00~~	2014-2015	$ 5,958.00		$ 447.00	$ 443,871.00	$ 6,958.00
SABLE	2083	1-6	Combination Elementary & Secondary	N	13	13	100.00%	13	13	100.00%	E	N/A	$ 420.00	$ 5,460.00	N	$0.00		$ 420.00	$ 5,460.00	$0.00
THE PORT ACADEMY	2068	9-12	Senior High	N	12	10	83.33%	12	10	83.33%	E	N/A	$ 100.00	$ 1,200.00	N	$0.00		$ 100.00	$ 1,200.00	$0.00
AMIGOS MANATEE	2081	6-12	Senior High	N	43	35	81.40%	43	35	81.40%	E	N/A	$ 100.00	$ 3,500.00	N	$0.00		$ 100.00	$ 3,500.00	$0.00
JUST FOR GIRLS MIDDLE SCHOOL	2007	6-8	Middle/Junior	N	36	27	75.00%	36	27	75.00%	E	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
MYAKKA CITY ELEMENTARY SCHOOL	0231	PREK-5	Elementary	N	287	198	68.99%	287	198	68.99%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
ACCESS TO EDUCATION	2091	PREK, 9-12	Senior High	N	29	19	65.52%	29	19	65.52%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
JESSIE P. MILLER ELEM. SCHOOL	0721	PREK-5	Elementary	N	593	381	64.25%	593	381	64.25%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
MARJORIE G. IRNNAN ELEMENTARY SCHOOL	0741	PREK-5	Elementary	N	497	312	62.78%	497	312	62.78%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
MARTHA B. KING MIDDLE SCHOOL	0611	6-8	Middle/Junior	N	905	554	61.22%	905	554	61.22%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
WILLIAM H. BASHAW ELEMENTARY	0641	PREK-5	Elementary	N	657	392	59.67%	657	392	59.67%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
LOUISE R JOHNSON K-8 INTERNATIONAL STUDIES	0691	K-8	Combination Elementary & Secondary	N	857	506	58.81%	857	506	58.81%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
MANATEE SCHOOL FOR THE ARTS	2104	6-12	Senior High	N	1,647	903	54.83%	1,647	903	54.83%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
PALMETTO HIGH SCHOOL	0351	9-12	Senior High	N	1,428	752	52.66%	1,428	753	52.66%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
MANATEE HIGH SCHOOL	0181	9-12	Senior High	N	1,481	758	51.18%	1,481	758	51.18%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00

IMAGINE CHARTER SCHOOL AT NORTH MANATEE	2123	PREK-8	Combination Elementary & Secondary	N	618	316	51.13%	618	316	51.13%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
BRADEN RIVER MIDDLE SCHOOL	0652	6-8	Middle/Junior	N	919	447	48.64%	919	447	48.64%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
IMAGINE CHARTER AT LAKEWOOD RANCH	2124	PREK-8	Combination Elementary & Secondary	N	502	235	46.81%	502	235	46.81%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
PALMA SOLA ELEMENTARY SCHOOL	0291	PREK-5	Elementary	N	417	184	44.12%	417	184	44.12%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
TARA ELEMENTARY SCHOOL	0681	PREK-5	Elementary	N	534	232	43.45%	534	232	43.45%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
BUFFALO CREEK MIDDLE SCHOOL	0682	6-8	Middle/Junior	N	1,262	506	40.10%	1,262	506	40.10%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
CARLOS E. HAILE MIDDLE SCHOOL	0713	6-8	Middle/Junior	N	782	306	39.39%	782	306	39.39%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
FREEDOM ELEMENTARY SCHOOL	0781	PREK-5	Elementary	N	530	205	38.68%	530	205	38.68%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
STATE COLLEGE OF FLORIDA COLLEGIATE SCHOOL	2141	6-12	Senior High	N	419	162	38.66%	419	162	38.66%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
VIRGIL MILLS ELEMENTARY SCHOOL	0791	PREK-5	Elementary	N	744	277	37.23%	744	277	37.23%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
BRADEN RIVER HIGH SCHOOL	0762	9-12	Senior High	N	1,311	476	36.31%	1,311	476	36.31%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
WILLIAM MONROE ROWLETT ACADEMY ARTS/COMM,INC	2171	K-5	Elementary	N	918	318	34.64%	918	318	34.64%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
ANNA MARIA ELEMENTARY SCHOOL	0281	K-5	Elementary	N	198	66	33.67%	198	66	33.67%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
ROWLETT MIDDLE ACADEMY	2120	6-8	Middle/Junior	N	663	222	33.48%	663	222	33.48%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
BRADEN RIVER ELEMENTARY SCHOOL	0651	PREK-5	Elementary	N	526	168	31.94%	526	168	31.94%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
BARBARA A HARVEY ELEMENTARY SCHOOL	0857	PREK-5	Elementary	N	906	287	31.68%	906	287	31.68%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
PARRISH COMMUNITY HIGH SCHOOL	0852	9-12	Senior High	N	1,462	397	27.15%	1,462	397	27.15%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
MANATEE VIRTUAL SCHOOL [VIRTUAL FRANCHISE]	7004	1-12	Combination Elementary & Secondary	N	126	34	26.98%	126	34	26.98%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
R. DAN NOLAN MIDDLE SCHOOL	0752	6-8	Middle/Junior	N	775	208	26.84%	775	208	26.84%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
DR MORA JANE MIDDLE SCHOOL	0853	6-8	Middle/Junior	N	1,065	280	26.29%	1,065	280	26.29%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
IDA M. STEWART ELEMENTARY SCHL	0831	PREK-5	Elementary	N	355	91	25.63%	355	91	25.63%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
PALMETTO CHARTER SCHOOL	2131	PREK-8	Combination Elementary & Secondary	N	354	84	23.08%	364	84	23.08%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
ANNIE LUCY WILLIAMS ELEMENTARY SCHOL	0811	PREK-5	Elementary	N	677	155	22.90%	677	155	22.90%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
GENE WITT ELEMENTARY SCHOOL	0701	PREK-5	Elementary	N	650	146	22.46%	650	146	22.46%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
PARRISH CHARTER ACADEMY	2181	K-9	Elementary	N	484	108	22.31%	484	108	22.31%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
LAKEWOOD RANCH HIGH SCHOOL	0721	PREK, 9-12	Senior High	N	1,774	346	19.50%	1,774	346	19.50%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
MANATEE VIRTUAL INSTRUCTION PROGRAM	7001	K-12	Combination Elementary & Secondary	N	38	7	18.42%	38	7	18.42%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
ROBERT WILLIS ELEMENTARY SCHOOL	0801	PREK-5	Elementary	N	751	138	18.38%	751	138	18.38%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
GILBERT W MCNEAL ELEM SCHOOL	0771	PREK-5	Elementary	N	646	116	17.96%	646	116	17.96%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
JUVENILE DETENTION CENTER	2051	5-12	Senior High	N	42	7	16.67%	42	7	16.67%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
B.D. GUILLETT ELEMENTARY SCHOOL	0821	PREK-5	Elementary	N	1,310	204	15.57%	1,310	204	15.57%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
LAKEWOOD RANCH PREPARATORY ACADEMY	2182	K-12	Combination Elementary & Secondary	Y	510	53	10.39%	510	53	10.39%	K	N/A	$0.00	$0.00	N	$0.00		$0.00	$ -	$0.00
EASTER SEALS	2003	PREK-12	Combination Elementary & Secondary	N	3	0	0.00%	3	0	0.00%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
PALMSHORES BEHAVIOR HEALTH CENTER	2056	1-12	Combination Elementary & Secondary	N	53	0	0.00%	53	0	0.00%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
SELBY PRESCHOOL	2084	PREK	Elementary	N	1	0	0.00%	1	0	0.00%	I	N/A	$0.00	$0.00	N	$0.00		$0.00	$0.00	$0.00
					45,804	22,608														

SELECTION CODE JUSTIFICATION (School District of Manatee County)			
Please the school name, school number, selection code and selection code justification for all schools receiving selection codes of E, F, H, K, or L (see PSES Guide for additional information):			
School Name	School Number	Selection Code	Selection Code Justification
JUST FOR GIRLS ELEMENTARY SCHOOL	2019	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $36960.00
PACE CENTER FOR GIRLS	2004	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $41580.00
SABLE	2083	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $5460.00
THE PORT ACADEMY	2068	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $1000.00
AMIKIDS MANATEE	2081	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $3500.00
LAKEWOOD RANCH PREPARATORY ACADEMY	2182	K	New school. These are projected numbers based on students signed up to attend and their current lunch status.

LEA Name: School District of Manatee County	
Date Certain: 2/11/22	
Method for determining eligible private school students: Form A	
Pooling or Not Pooling: Non-Pooling	
If pooling is only occuring with specific schools, please specify those schools that are pooling funds:	
Total Private School Allocation:	$398,167.00
Private School Administrative Cost Reservation:	$0.00
Total Remaining Allocation (auto-calc):	$398,167.00

No.	Nonpublic School Name	Nonpublic School Number (4 digit)	Grade Span	Number of Private School Students Residing in PSAA	Number of Private School Students from Low Income Families	PPA Private School Service	Dollars Generated	PPA Private School Service	Dollars Generated
1	Ave Maria Preparatory School, Inc	4423	2-12	23	21	831.52	17,461.88	900.83	18,917.45
2	The Broach School	3659	K-12	64	64	831.52	53,217.16	900.83	57,653.14
3	Community Christian School	0732	k-12	147	147	831.52	122,233.16	900.83	132,422.03
4	Next Generation Academics	7378	K-12	37	35	831.52	29,103.13	900.83	31,529.07
5	St. Joseph Catholic School	1077	K-8	129	129	831.52	107,265.83	900.83	116,207.09
6	Sunshine Academy	4167	K-8	13	13	831.52	10,809.74	900.83	11,710.81
7	West Coast Christian Academy	1422	K-9	33	33	831.52	27,440.10	900.83	29,727.41

AGENDA ITEM NO. 9.13

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the Targeted Mathematics Grants and STEM Experiential Activities Project, in the Amount of $655,589.00

Executive Summary
The purpose of the targeted Mathematics Grants and STEM Experiential Activities project is to support mathematics acceleration with a focus on closing the achievement gap and mitigating the impacts of learning loss in math content while also providing experiential activities, aligned to the expectations of Florida's state academic standards, for students in an effort to help STEM topics become more applicable, understandable, and tangible for students.

To increase the math proficiency of students in grades Kindergarten through 8th, funds will support the implementation of two research-based programs that align to the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards. Additionally, to support the expansion of science, technology, engineering, and math experiential activities for students districtwide, funds will be allocated for the district's STEM Fair Competition, academic field trips and the expansion of the Bloomberg Terminals education program at two additional high schools. The budget period for the Targeted Mathematics Grants and STEM Experiential Activities Project begins the date funding is approved through September 30, 2024.

To participate in this program, LEAs must agree to the following assurances:

1. The LEA will comply with all reporting requirements and submit required reports to the Florida Department of Education at such time and in such manner and containing such information as the department may subsequently require.
2. The LEA will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Florida Department of Education, the Florida Auditor General; (ii) the Department and/or its Inspector General; or (iii) any other federal or state agency, commission, or department in the lawful exercise of its jurisdiction and authority.
3. At the conclusion of the program, the LEA will report the strategies implemented to support mathematics proficiency, STEM experiential activities conducted, the number of students receiving or benefiting from these supports, and students' growth based on progress monitoring data.

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

Student Achievement | Goal 1
By 2023, 56% of our third-grade students will meet or exceed grade-level expectations for reading.

Student Achievement | Goal 2
Increase the average high school graduation rate by 2% points each school year (baseline: 2018-2019, 83.2%).

Recommendation
The Superintendent recommends approval to apply, accept and expend the Targeted Mathematics Grants and STEM Experiential Activities project, in the amount of $655,589.00.

Financial Impact
There will be no cost to the general fund.

Contact
Submitting Depatment: Federal Programs and Grants
Inititated By: Latrina Singleton

Attachments:
ESSER-MATH STEM PACKAGE

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management ShareFile System	Targeted Mathematics Grants and STEM Experiential Activities **TAPS NUMBER: #22A221**	Date Received
B) Name and Address of Eligible Applicant: School Board of Manatee County, FL 215 Manatee Avenue West Bradenton, FL 34205-8840		**Project Number (DOE Assigned)** xxx-1211R-2CR01

C) **Total Funds Requested:**	D) **Applicant Contact & Business Information**	
$655,589.00	Contact Name Latrina Singleton, Director Federal Programs and Grants Fiscal Contact Name Catherine Hayden Miley, Director of Finance	Telephone Numbers 941-751-6550 Ext 43347 941-708-8770 Ext 41111
DOE USE ONLY **Total Approved Project:**	Mailing Address 215 Manatee Avenue West Bradenton, FL 34205-8840	E-mail Addresses singleton2l@manateeschools net mileyc@manateeschools net
	Physical/Facility Address 215 Manatee Avenue West Bradenton, FL 34205-8840	UEI number XKGXG94KMH65 FEIN number 596000728

CERTIFICATION

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

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

E) Cynthia Saunders (Sep 19 2022 17 35 EDT)

Signature of Agency Head | Superintendent — Title | 09/16/2022 — Date

Pending Board Approval

FLORIDA DEPARTMENT OF EDUCATION fldoe.org

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent	School Board of Manatee County
B) DOE Assigned Project Number	xxx*1211R-2CR01
C) TAPS Number	22A221

(1) FUNCTION	(2) OBJECT	(3) Targeted Mathematics or STEM Experiential	(4) Account Title and Narrative	(5) FTE POSITION	(6) AMOUNT	(7) % Allocated to This Project
5100	394	Math/STEM	Distribution to Charter Schools (Non FEFP)		$ 95,936 79	
5100	369	Math	Technology-Related Rentals. Dream Box for Grades 6-8 Estimating 1 500 students @ $23 00 per license		$ 34,500 00	
6400	310	Math	Professional and Technical Services Dream Box Professional Development to be provided by the vendor virtually		$ 3,250 00	
5100	369	Math	Technology-Related Rentals SuccessMaker for Grades K 5 Estimating 20,638 licenses @ $12 00 per license		$ 247 656 00	
6400	310	Math	Professional and Technical Services SuccessMaker Professional Development delivered both in-person and virtually; includes two virtual sessions slated during district-designated professional development days and a half day on-site training to be delivered to up to 33 individual school sites		$ 120,000 00	
6400	390	Math	Other Purchased Services Production of B F S T Math Standards Bound Booklets Estimating $10 00 per printed and bound copy		$ 3,352 77	
6400	120	Math	Classroom Teacher Non-Contracted Hourly to participate in professional development Estimating 200 elementary teachers x 2 5 hours x $20 00 per hour ($10,000 00) and 40 middle school teachers x 4 hours x $20 00 per hour ($3,200 00)		$ 13,200 00	
6400	210	Math	Retirement Board Approved Rate of 11 91% for non-contracted hourly		$ 1,572 12	
6400	220	Math	Federal Insurance Contributions Act (FICA) Board Approved Rate of 7 65% for non contracted hourly		$ 1,009 80	
6400	240	Math	Workers Compensation Board Approved Rate of 1 0% for non-contracted hourly		$ 132 00	
5100	730	STEM	Dues and Fees Rental Bishop Museum to host the one-day SDMC STEM Fair Competition that is open to all 33 elementary schools		$ 500 00	
5100	730	STEM	Dues and Fees Rental Manatee Technical College to host the one-day SDMC STEM Fair Competition that is open to all secondary schools		$ 150 00	
5100	330	STEM	Travel Student Travel Authorized by the School Board Registration Fees. Florida Foundation for Future Scientists (FFFS) Jr Registration Fees for six students		$ 600 00	
5100	330	STEM	Travel Student Travel Authorized by the School Board Registration Fees Florida Foundation for Future Scientists (FFFS) Senior Student Registration Fees for six students		$ 600 00	
5100	390	STEM	Other Purchased Services Printing required for outreach activities for the Science Fairs		$ 1 500 00	
5100	330	STEM	Travel Bus Transportation To transport 12 secondary students who have placed in the District's STEM Fair to the 3-day State Science and Engineering Fair of Florida to be held in April 2023 at the RP Funding Center in Lakeland		$ 4 000 00	
5100	330	STEM	Travel Hotel Accommodations for the Florida State Science & Engineering Fair slated for Lakeland Florida s RP Funding Center – April 2023 (Estimating $250 00 per room x 3 night stay· 2-4 students per room to be determined along with chaperone accommodations)		$ 5 000 00	
5100	330	STEM	Travel Student Travel Authorized by the School Board Economic systems Field Study for Grades 3-12 through Around the Bend Estimating 325 students x $20 00 each to include field trip and transportation costs		$ 6,500 00	
5100	330	STEM	Travel Student Travel Authorized by the School Board Dip Net Estuary Study for Grades 4-12 through Around the Bend Estimating 325 students x $20 00 each to include field trip and transportation costs		$ 6,500 00	
5100	330	STEM	Travel Student Travel Authorized by the School Board Mote Aquatic Field Study for Grades 4-12 through Mote Marine Estimating 325 students x $20 00 each to include field trip and transportation costs		$ 6 500 00	
5100	369	STEM	Technology-Related Rentals Installation of two Bloomberg Terminals at Manatee High School and Lakewood Ranch High School		$ 100 00	
5100	369	STEM	Technology-Related Rentals. Required 12 month subscription for the Bloomberg Terminals to operate at three high school sites		$ 71 811 00	
7200	792		Indirect		$ 31,218 52	
			D) TOTAL		$ 655 589 00	100%

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable reasonable and necessary as required by Section 216 3475 Florida Statutes Documentation is on file evidencing the methodology used and the conclusions reached

FLORIDA DEPARTMENT OF EDUCATION

Targeted Mathematics Grants and STEM Experiential Activities
TAPS Number 22A221

Scope of Work/Narrative

Project Abstract: The School District of Manatee County (SDMC) actively researches ways to support student learning gains and mastery of the Benchmarks for Excellent Student Thinking (B.E.S.T.). At this time, 39% of this district's K-5th grade students are performing below grade-level on State mathematics assessments. When examining 6-8th graders, 45% are performing below grade-level on State mathematics assessments. It is imperative – now more than ever – to implement proven programs designed to address specific areas of deficiencies while ultimately driving learning and achievement. To increase the proficiency of these two distinct populations, while aligning to the embedded B.E.S.T. Standards, SDMC proposes the implementation of two research-based programs that will be supported through the Targeted Mathematics Grants and STEM Experiential Activities funding opportunity.

Program Design: ***SuccessMaker for Grades Kindergarten - 5th:*** SuccessMaker is an adaptive platform for intervention and differentiation in mathematics instruction. Student interaction adjusts instruction in real-time and delivers tutorials, practice, challenge, and remediation. This program is designed to keep students on pace to master target skills and benchmarks over time. Each student's interaction within the SuccessMaker platform will create personalized, individual learning pathways for diverse learning.

Implementation: To be implemented districtwide within all 33 elementary schools, all K-5th grade students will utilize this computer-based program during the core math block for a 15-minute session, 3-5 days per week. To ensure that SuccessMaker is successfully embedded into a student's regular learning, teachers will participate in targeted professional development provided by the vendor. Offered as a blended model of both face-to-face and virtual training, up to 200 teachers will participate in an initial program overview delivered virtually by SuccessMaker during district-designated training days. Each school will then be slated for an on-site, half-day professional development session to be held during the regularly scheduled school day to review reports and data. An additional virtual training session is expected to be held mid-year to plan next steps for the remainder of the year. Lastly, SDMC will offer optional virtual after-school professional development sessions and have included the cost of non-contracted hourly, at the board-approved training stipend rate, for at least 200 teachers.

While each teacher will oversee the use of SuccessMaker within their individual classroom, school-based administration will be responsible for overall usage and progress monitoring throughout the year. Additionally, the Elementary Math Coordinator and Specialist along with the Director of Elementary Curriculum and Instruction, will monitor data on a District level.

Timeline: The program is currently being used in Kindergarten- 2nd grade and will be purchased again for K-5th grade in Spring 2023. Teachers and students will have access to the program starting in August of 2023 through June of 2024. This is supplemental resource.

Research-based: SuccessMaker is a program that adapts learning for every student, making the program a perfect tool for differentiated instruction. This self-pacing resource meets the needs of all students, including those identified for intervention. SuccessMaker meets ESSA's (Every Student Succeeds Act) "strong" evidence criteria.

Dream Box for Grades 6th - 8th: To increase grade level proficiency, funding through the Targeted Mathematics Grants and STEM Experiential Activities grant will be used to support Tier 2 and 3 intervention for students struggling in mathematics through the use of Dream Box. Dream Box is an instructional program that can diagnose students' initial levels of mastery and provide administrators and teachers with instantaneous data needed to adjust learning and target areas identified. Dream Box has been identified as it has the capability to adjust to the individual student, provide achievable learning goals, and then use this information to scaffold their learning – lesson by lesson – to grade level standards mastery. It provides the tools to monitor and support the progress of standards mastery throughout the year. The Dream Box Learning supports this district's work in closing the Mathematics Achievement Gap goal for Manatee's students as it embeds the Mathematical Thinking & Reasoning Standards (MTRS) as well as aligns to and encompasses the B.E.S.T. Standards for mathematics for each grade level targeted.

Implementation: All of SDMC's middle schools will employ Dream Box learning within the Foundational Mathematics classes. To this effort, approximately 1,500 students, in grades 6-8th, who did not show grade level proficiency on their previous year grade level assessment, will participate in Dream Box learning. Students will use this computer-based program for 15-20 minutes each day with the goal of completing five or more lessons per week.

To ensure that this program is implemented with fidelity to best increase learning and achievement, this grant will support a number of professional development opportunities to be provided virtually by Dream Box. Held outside of teacher contracted hours, trainings will focus on the implementation of utilizing Dream Box to support the Florida B.E.S.T. Standards. It is expected that 40 teachers will dedicate at least four hours to Dream Box professional learning outside of normally contracted school hours.

While each teacher will oversee the use of Dream Box within their individual classroom, school-based administration will be responsible for overall usage and progress monitoring throughout the year. Additionally, the Secondary Math Coordinator and Specialist along with the Director of Secondary Curriculum and Instruction, will monitor data on a District level.

Timeline: Dream Box is currently in use for the 2022-2023 school year. Through this grant, the district will repurchase the program in Spring 2023 for seamless and continued access during the 2023-2024 school year. Teachers and students will have access to the program during the 2023-2024 school year.

Research-based: Through its research-proven success, Dream Box has been shown to move students performing below grade-level towards proficiency. Dream Box Learning is a comprehensive math program rated Strong by Evidence for ESSA. The Stanford Research Institute (SRI) conducted a study that students using Dream Box scored an equivalency of approximately 5.5 percentile points higher on the NWEA in only 16 weeks of use. This study is available on the *What Works Clearinghouse* Institute of Education Sciences Website. Pinellas County Schools, one of Manatee's neighboring districts, reported significant growth in mathematical proficiency from completing just five lessons on Dream Box Learning per week.

Given the expectations for the project, the application should identify the starting point and baseline data from which progress will be measured, e.g., quantitative data, needs assessment results, qualitative data (or in the absence of existing data, provide initial data collection plans): SDMC will use progress-monitoring data to inform B.E.S.T. math instruction that is student-centered and meets students where they are by providing interventions when appropriate to ensure students achieve mastery of all grade-level benchmark expectations by the end of the school year. Prior year achievement results combined with state F A.S.T. mathematics progress monitoring assessments taken during the first quarter of the school year will provide baseline data from which progress will be measured.

The plan to evaluate project outcomes both qualitatively and quantitatively: SDMC will collect qualitative and quantitative information, as well as anecdotal information with regard to the implementation of both SuccessMaker and Dream Box. This data will include strategies implemented to support mathematics proficiency, the number of students benefiting from these supports, and students' growth based on progress monitoring. This information will be provided to the Florida Department of Education as per requested.

Expected project outcome: It is expected that 63% of students in grades K-5th, utilizing SucessMaker for

the prescribed period of time, will be on grade level in mathematics by the end of the 2023-2024 school year as measured by the Florida F.A.S.T assessment. It is expected that 50% of students in grades 6-8th, utilizing Dream Box during a Foundational Mathematics course, for the prescribed period of time, will be on grade level in mathematics by the end of the 2023-2024 school year as measured by the Florida F.A.S.T. assessment.

The project deliverables: Through this grant program, SuccessMaker will be implemented within all 33 elementary schools, impacting students in grades K-5th. Additionally, an estimated 1,500 middle school students, enrolled in a Foundational Mathematics course, will have access to Dream Box.

Evidence of alignment to Florida's state academic standards: This project aligns with the School District of Manatee County's strategic plan of narrowing the achievement gap by continuing to support innovative research-based initiatives that create instructional support for students.

STEM Experiential Activities Project Description: The School District of Manatee's application to the STEM Experiential Activities program supports the expansion of science, technology, engineering, and math experiential activities for students districtwide To this effort, three learning strategies have been included that will provide a robust and rewarding STEM experience for students grades K-12th while aligning to the Florida's state academic standards for science, computer science, and the B.E.S.T. Standards for Mathematics.

SDMC will collect qualitative and quantitative information, as well as anecdotal information to include strategies implemented to support Florida's state academic standards for science, computer science, and the B.E.S.T. Standards for Mathematics, the number of students participating, and growth that can be measured based on embedded program assessments. This information will be provided to the Florida Department of Education as per requested.

STEM Fair Competition: STEM Fair projects are one of the best hands-on learning experiences for solving real-world problems and developing a deep understanding of the Nature of Science standards. Through project-based, exploratory learning, students have ownership in the learning process which in turn drives innovation. Additionally, these competitions are often interdisciplinary as students leverage the various branches of science to accomplish a singular goal. By participating in a high-level STEM Fair project, students are developing valuable skills, which are the bedrock of a STEM career, such as employing the scientific method, data collection and graphing, researching and analytical skills, and learning to manage a multiple-step project.

The School District of Manatee County (SDMC) provides all students in grades 4-12th the opportunity to participate in a district-led STEM Fair and supports this activity with resources as well as recognition to students and teachers. Additionally, students, who place in the SDMC STEM Fair Competition may qualify for the State Science & Engineering Fair of Florida in 2023.

Providing experimental and hands-on learning activities such as the STEM Fair aligns with the district's strategic plan to narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for all students in the arts, humanities, and STEAM (Science, Technology, Engineering, Art, Mathematics) by August 2023.

Funds in the project budget will help to secure a central place to host the district-wide elementary and secondary STEM Fair Competitions. Funds will also provide the means and access for a select number of students, who have medaled in the district fair, to compete during the 3-day State Science and Engineering Fair of Florida in 2023.

Academic Field Trips: The School District of Manatee County (SDMC) will provide students in grades 5-12th the opportunity to experience field studies relating to ecosystems and estuaries. Students will explore local estuaries to learn the importance of a watershed and its connection to the estuary while also investigating the mangrove ecosystem. The ecosystem field trips will offer students the challenge to conduct simple environmental sampling with temperature, wind direction, and field observations. Students will also encounter native and exotic plants and/or animals, take a shoreline exploration, venture through the water cycle, and conduct water quality tests.

The expectation is that this learning experience will foster understanding for collecting research data in the ecosystem and estuary environment and will encourage students to pursue rewarding STEM career opportunities within this business sector. It is a goal of this school district bring innovative educational opportunities to expand students' career and life possibilities, and to build a diverse and talented workforce that provides students with the best opportunities for success in and out of the classroom. This project aligns with the district's strategic plan of narrowing the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for all students in the arts, humanities, and STEAM (Science, Technology, Engineering, Art, Mathematics) by August 2023.

Funds in the project budget are tied to three field trips to include Economic Systems Field Study for Grades 3-12, Dip Net Estuary Study for Grades 4-12, and Mote Aquatic Field Study for Grades 4-12 through Mote Marine.

Bloomberg Terminals on Campus: The Bloomberg Terminals will bring Advanced Placement Economics standards to life by providing students with the opportunity to interact with critical financial

market data and participate in simulated electronic trades. Students will examine fundamentals, assess relative value, and understand the corporate strategies in play as they have access to information on thousands of companies in more than 130 industries. Students will be able to monitor markets in real-time, the news that is impacting them, and develop an understanding of the driving multifaceted forces behind the movements in major asset classes, credit metrics, economics, and government policy.

Through this grant opportunity, SDMC will have the means to expand the Bloomberg Terminal program that is currently located at one high school to now include Manatee and Lakewood Ranch High Schools in the Spring of 2023. Adding terminals to these schools provides an avenue for supplemental and explicit financial literacy instruction – turning abstract concepts into hands-on experiential learning. Through this supplemental experience, students will also acquire a deeper learning and understanding of mathematics by engaging with the Mathematic Thinking and Reasoning (MTR) Standards through their interaction with Bloomberg Terminals.

The district continually works to inspire and prepare college and career ready students by providing high-quality technology along with high-quality instruction. With this foundational knowledge and additional curated experiences that introduce students to real-world careers, the hope is to ultimately create high interest in STEM career opportunities. This project aligns with the district's strategic plan by providing innovative learning to support students in their endeavors beyond high school.

Funds in the project budget are tied to the use of three Bloomberg Terminals to be located at three high schools.

Project Performance Accountability Form Attached (DOE 900D).

Project Performance Accountability Form

Program Name: Targeted Mathematics Grants and STEM Experiential Activities
Reporting Period (Dates): July 1, 2022 - September 30, 2024

Project Number:_____

Scope of Work Tasks/Activities	Deliverables (product or service)	Evidence (verification)	Due Date (completion)	Unit Cost (optional)
Professional Development. Teachers will participate in professional development key to the successful implementation of either SuccessMaker or Dream Box as appropriate. As part of this training, teachers will learn to use progress-monitoring data to inform B.E S.T. math instruction that is student-centered and meets students where they are by providing interventions when appropriate to ensure students achieve mastery of all grade-level benchmark expectations by the end of the school year.	Professional development services to be provided to teachers both face-to-face and virtually through either SuccessMaker or Dream Box as appropriate.	Vendor Invoicing Professional Development Logs	9/30/2024	
Closing the Achievement Gap for K-5th Grade Students: To support mathematics acceleration with a focus on closing the achievement gap and mitigating the impacts of learning loss in math content, SuccessMaker, a research-based program, will be expanded to serve grades 3-5th. Note that existing SuccessMaker classrooms will be used as a model to determine best practices.	Implement SuccessMaker within all elementary schools in Spring 2023 to reach all K-5th grade students.	Vendor Invoicing Materials	9/30/2024	
Closing the Achievement Gap for 6-8th Grade Students: To support mathematics acceleration with a focus on closing the achievement gap and mitigating the impacts of learning loss in math content: the use of Dream Box will be reviewed to determine best practices and serve as a roadmap to prepare for continuation during the 2023-24	Resubscribe in Spring 2023 to ensure seamless and continued access during the 2023-2024 school year.	Vendor Invoicing Materials	9/30/2024	

school year.				
STEM Experiential Activity: Host annual one-day SDMC STEM Fair Competitions for Elementary and Secondary. Students will also compete at the Florida State Science and Engineering Fair.	Students will engage in STEM fair projects during the first semester of the 2022-2023 school year in preparation for competing at the local and state level during second semester of the 2022-2023 school year.	Vendor Invoicing Materials	9/30/2024	
STEM Academic Field Trips: Provide experiential activities for students in an effort to help Science Technology Engineering and Mathematics (STEM) topics become more applicable, understandable, and tangible for students.	Several STEM Academic Field Trips will be provided to students in grades 3-12th during the grant funding cycle.	Vendor Invoicing Materials	9/30/2024	
STEM Hands-On Learning: Implement the Bloomberg Terminal education program to serve two additional high schools.	A terminal will be installed at Lakewood Ranch and Manatee High Schools and annual subscriptions will be purchased to serve a total of three high schools.	Vendor Invoicing Materials	9/30/2024	

Note: Add additional lines if necessary

AGENDA ITEM NO. 9.14

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of The School Improvement Plan Submitted by Visible Men Academy (VMA) for 2022-2023 School Year, No Financial Impact

Executive Summary
Visible Men Academy (VMA) is requesting approval of the School Improvement Plan (SIP) submitted to the School Board of Manatee County for the 2022-2023 school year. Following the COVID pandemic, Visible Men Academy received a school grade of "F" in the State's accountability system. The grade reflects learning loss amongst the Title 1 students attending the charter school on the FSA Assessments during the 2021-2022 school year.

According to Florida Statute FS1002.33 (9) n1: The director and a representative of the governing board shall submit to the sponsor for approval a school improvement plan to raise student performance. Upon approval by the sponsor, the charter school shall begin implementation of the school improvement plan.

Visible Men Academy has completed a School Improvement Plan addressing the above-mentioned learning losses amongst their students. The School Improvement Plan has been presented to the School Board of Manatee County for review. The plan sets forth the means by which VMA intends to raise student performance through specific, measurable goals, evidence based strategies for teaching and learning, and actionable steps for administration, teaching staff, students and the school community, utilizing resources to address each of the areas of student learning deficiencies and needs.

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

Curriculum & Instruction | Goal 3
Establish professional learning systems to advance continuous academic improvements, promote collective responsibility for student achievement, and support alignment of educator goals, school improvement goals, and school district goals by August 2022.

Recommendation
The Superintendent recommends the approval of the School Improvement Plan submitted by Visible Men Academy (VMA) for 2022-2023 school year, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: District Support Services
Initiated By: Dr. Valerie Hyer

Attachments:
Visible Men Academy 2022-2023 Schoolwide Improvement Plan

Manatee County Public Schools

Visible Men Academy



2022-23 Schoolwide Improvement Plan

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Visible Men Academy

921 63RD AVE E, Bradenton, FL 34203

http://www.vmacademy.org

Demographics

Principal: Janjay Gehndyu

Start Date for this Principal: 9/13/2021

2019-20 Status (Per``````````````````````````````````````` ``23wed ``` ``````````````````````````````````````)	Active
School Type and Grades Served (Per MSID File)	Elementary School KG-5
Primary Service Type (Per MSID File)	K-12 General Education
2021-22 Title I School	Yes
2021-22 Economically Disadvantaged (FRL) Rate (as reported on Survey 3)	100%
2021-22 ESSA Subgroups Represented (Subgroups with 10 or more students) (subgroups below the federal threshold are identified with an asterisk)	English Language Learners Hispanic Students Economically Disadvantaged Students*
School Grades History	2021-22: F (31%) 2020-21: (22%) 2018-19: B (54%) 2017-18: A (65%)
2019-20 School Improvement (SI) Information*	
SI Region	Central
Regional Executive Director	Lucinda Thompson
Turnaround Option/Cycle	N/A
Year	
Support Tier	
ESSA Status	CS&I
* As defined under Rule 6A-1.099811, Florida Administrative Code. For more information, click here.	

School Board Approval

This plan is pending approval by the Manatee County School Board.

SIP Authority

Section 1001.42(18), Florida Statutes, requires district school boards to annually approve and require implementation of a Schoolwide Improvement Plan (SIP) for each school in the district that has a school grade of D or F. This plan is also a requirement for Targeted Support and Improvement (TS&I) and Comprehensive Support and Improvement (CS&I) schools pursuant to 1008.33 F.S. and Every Student Succeeds Act (ESSA).

To be designated as TS&I, a school must have one or more ESSA subgroup(s) with a Federal Index below 41%. This plan shall be approved by the district. There are three ways a school can be designated as CS&I:

1. Have a school grade of D or F.
2. Have a graduation rate of 67% or lower.
3. Have an overall Federal Index below 41%.

For these schools, the SIP shall be approved by the district and the Bureau of School Improvement.

The Florida Department of Education (FDOE) SIP template meets all statutory and rule requirements for traditional public schools and incorporates all components required for schools receiving Title I funds. This template is required by State Board of Education Rule 6A-1.099811, Florida Administrative Code, for all Non charter schools with a current grade of D or F, or a graduation rate 67% or less. Districts may opt to require a SIP using a template of it choosing for schools that do not fit the conditions. This document was prepared by school and district leadership using the FDOE's school improvement planning web application located at www.floridacims.org.

Purpose and Outline of the SIP

The SIP is intended to be the primary artifact used by every school with stakeholders to review data, set goals, create an action plan, and monitor progress. The Florida Department of Education encourages schools to use the SIP as a “living document” by continually updating, refining, and using the plan to guide their work throughout the year. This printed version represents the SIP as of the “Date Modified” listed in the footer.

Part I: School Information

School Mission and Vision

Provide the school's mission statement.

The mission of VMA is to provide boys with outstanding academic, character, and social education in a nurturing school environment.

Provide the school's vision statement.

The VMA vision is to lead boys toward a realization of their innate strong character – boys who are family oriented, community conscious, and globally aware. Through a firm foundation of intellectual and academic diligence, VMA students are equipped to meet and exceed the expectations of challenging middle and high school environments and are eager and determined to pursue college education. Through the rigorous modeling experience of the Visible Men Success Curriculum, VMA students gain vast exposure to future personal and career possibilities. These combine to cultivate within VMA students an unyielding sense of control over their futures – a critical orientation for lifelong success, personal fulfillment, and family and community contribution.

School Leadership Team

Membership
For each member of the school leadership team, select the employee's name and email address from the dropdown. Identify the position title and job duties/responsibilities.**:**

Name	Position Title	Job Duties and Responsibilities
Gehndyu, Janjay	Principal	Dr. Gehndyu will develop a standardized curriculum assessing the teachers on the methods used to deliver that curriculum. Dr. Gehndyu will monitor student achievement and encourage parent involvement.
Hinds , Jacqueline	Reading Coach	Ms. Hinds will be responsible for overseeing our professional learning communities (PLC) which will include professional development, modelling strategies for teachers, and focus on creating thematic units we can complete as a school.
Gehndyu , Jackie	ELL (English Language Learners) Compliance Specialist	Mrs. Gehndyu will evaluate and monitor the progress of students who are ELL's. She will also coach teachers in the RTI process and provide support in the tier I and tier II process for teachers and provide explicit intervention for tier III students.
Velasco, Diego		Mr. Velasco will monitor student attendance, in addition, to creating a culture and environment where all students can learn with a focus on positive behaviors.

Demographic Information

Principal start date

Monday 9/13/2021, Janjay Gehndyu

Number of teachers with a 2022 3-year aggregate or a 1-year Algebra state VAM rating of Highly Effective. *Note: For UniSIG Supplemental Teacher Allocation, teachers must have at least 10 student assessments.*

0

Number of teachers with a 2022 3-year aggregate or a 1-year Algebra state VAM rating of Effective. *Note: For UniSIG Supplemental Teacher Allocation, teachers must have at least 10 student assessments.*

7

Total number of teacher positions allocated to the school

8

Total number of students enrolled at the school

67

Identify the number of instructional staff who left the school during the 2021-22 school year.

5

Identify the number of instructional staff who joined the school during the 2022-23 school year.

2

Demographic Data

Early Warning Systems

Using prior year's data, complete the table below with the number of students by current grade level that exhibit each early warning indicator listed:

Indicator	Grade Level													Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	
Number of students enrolled	10	14	11	17	11	11	0	0	0	0	0	0	0	74
Attendance below 90 percent	1	1	2	4	3	1	0	0	0	0	0	0	0	12
One or more suspensions	0	0	0	0	0	0	0	0	0	0	0	0	0	
Course failure in ELA	0	0	0	12	8	1	0	0	0	0	0	0	0	21
Course failure in Math	0	0	0	8	3	2	0	0	0	0	0	0	0	13
Level 1 on 2022 statewide FSA ELA assessment	0	0	0	12	9	1	0	0	0	0	0	0	0	22
Level 1 on 2022 statewide FSA Math assessment	0	0	0	14	4	0	0	0	0	0	0	0	0	18
Number of students with a substantial reading deficiency	0	0	0	7	4	1	0	0	0	0	0	0	0	12

Using the table above, complete the table below with the number of students by current grade level who have two or more early warning indicators:

Indicator	Grade Level													Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	
Students with two or more indicators	0	0	0	2	2	0	0	0	0	0	0	0	0	4

Using current year data, complete the table below with the number of students identified as being "retained.":

Indicator	Grade Level													Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	
Retained Students: Current Year	0	0	0	3	0	0	0	0	0	0	0	0	0	3
Students retained two or more times	0	0	0	1	0	0	0	0	0	0	0	0	0	1

Date this data was collected or last updated

Wednesday 7/20/2022

The number of students by grade level that exhibit each early warning indicator:

Indicator	Grade Level													Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	
Number of students enrolled	11	9	9	18	13	10	0	0	0	0	0	0	0	70
Attendance below 90 percent	0	0	0	0	0	0	0	0	0	0	0	0	0	
One or more suspensions	0	0	0	0	0	0	0	0	0	0	0	0	0	
Course failure in ELA	0	0	0	0	0	0	0	0	0	0	0	0	0	
Course failure in Math	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level 1 on 2019 statewide FSA ELA assessment	0	0	0	4	8	5	0	0	0	0	0	0	0	17
Level 1 on 2019 statewide FSA Math assessment	0	0	0	3	7	4	0	0	0	0	0	0	0	14
Number of students with a substantial reading deficiency	2	2	1	5	3	2	0	0	0	0	0	0	0	15

The number of students with two or more early warning indicators:

Indicator	Grade Level													Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	
Students with two or more indicators	2	2	0	0	1	2	0	0	0	0	0	0	0	7

The number of students identified as retainees:

Indicator	Grade Level													Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	
Retained Students: Current Year	0	0	0	5	0	0	0	0	0	0	0	0	0	5
Students retained two or more times	0	0	0	0	0	0	0	0	0	0	0	0	0	

The number of students by grade level that exhibit each early warning indicator:

Indicator	Grade Level													Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	
Number of students enrolled	11	9	9	18	13	10	0	0	0	0	0	0	0	70
Attendance below 90 percent	0	0	0	0	0	0	0	0	0	0	0	0	0	
One or more suspensions	0	0	0	0	0	0	0	0	0	0	0	0	0	
Course failure in ELA	0	0	0	0	0	0	0	0	0	0	0	0	0	
Course failure in Math	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level 1 on 2019 statewide FSA ELA assessment	0	0	0	4	8	5	0	0	0	0	0	0	0	17
Level 1 on 2019 statewide FSA Math assessment	0	0	0	3	7	4	0	0	0	0	0	0	0	14
Number of students with a substantial reading deficiency	2	2	1	5	3	2	0	0	0	0	0	0	0	15

The number of students with two or more early warning indicators:

Indicator	Grade Level													Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	
Students with two or more indicators	2	2	0	0	1	2	0	0	0	0	0	0	0	7

The number of students identified as retainees:

Indicator	Grade Level													Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	
Retained Students: Current Year	0	0	0	5	0	0	0	0	0	0	0	0	0	5
Students retained two or more times	0	0	0	0	0	0	0	0	0	0	0	0	0	

Part II: Needs Assessment/Analysis

School Data Review
Please note that the district and state averages shown here represent the averages for similar school types (elementary, middle, high school, or combination schools).

School Grade Component	2022			2021			2019		
	School	District	State	School	District	State	School	District	State
ELA Achievement	18%	53%	55%	18%	51%	53%	40%	52%	57%
ELA Learning Gains	48%			36%			53%	57%	58%
ELA Lowest 25th Percentile								55%	53%
Math Achievement	27%	62%	57%	28%	61%	52%	54%	63%	63%
Math Learning Gains	42%			20%			68%	68%	62%
Math Lowest 25th Percentile							60%	53%	51%
Science Achievement	20%	51%	48%	7%	48%	47%	47%	48%	53%

Grade Level Data Review - State Assessments
NOTE: This data is raw data and includes ALL students who tested at the school. This is not school grade data.

ELA						
Grade	**Year**	**School**	**District**	**School-District Comparison**	**State**	**School-State Comparison**
01	2022					
	2019					
Cohort Comparison						
02	2022					
	2019					
Cohort Comparison		0%				
03	2022	6%	46%	-40%	53%	-47%
	2019	24%	51%	-27%	58%	-34%
Cohort Comparison		0%				
04	2022					
	2019	32%	56%	-24%	58%	-26%
Cohort Comparison		-24%				
05	2022					
	2019	59%	52%	7%	56%	3%
Cohort Comparison		-32%				

MATH						
Grade	**Year**	**School**	**District**	**School-District Comparison**	**State**	**School-State Comparison**
01	2022					
	2019					
Cohort Comparison						
02	2022					
	2019					
Cohort Comparison		0%				
03	2022					
	2019	35%	60%	-25%	62%	-27%
Cohort Comparison		0%				
04	2022					
	2019	47%	65%	-18%	64%	-17%
Cohort Comparison		-35%				
05	2022					
	2019	71%	60%	11%	60%	11%
Cohort Comparison		-47%				

SCIENCE						
Grade	**Year**	**School**	**District**	**School-District Comparison**	**State**	**School-State Comparison**
05	2022					
	2019	47%	48%	-1%	53%	-6%

SCIENCE						
Grade	Year	School	District	School-District Comparison	State	School-State Comparison
Cohort Comparison						

Subgroup Data Review

2022 SCHOOL GRADE COMPONENTS BY SUBGROUPS											
Subgroups	ELA Ach.	ELA LG	ELA LG L25%	Math Ach.	Math LG	Math LG L25%	Sci Ach.	SS Ach.	MS Accel.	Grad Rate 2020-21	C & C Accel 2020-21
ELL											
BLK											
HSP	25	43		45	43						
FRL	19	43		26	40						

2021 SCHOOL GRADE COMPONENTS BY SUBGROUPS											
Subgroups	ELA Ach.	ELA LG	ELA LG L25%	Math Ach.	Math LG	Math LG L25%	Sci Ach.	SS Ach.	MS Accel.	Grad Rate 2019-20	C & C Accel 2019-20
ELL	27			36							
BLK				7							
HSP	21			33							
FRL	19	38		30	21		8				

2019 SCHOOL GRADE COMPONENTS BY SUBGROUPS											
Subgroups	ELA Ach.	ELA LG	ELA LG L25%	Math Ach.	Math LG	Math LG L25%	Sci Ach.	SS Ach.	MS Accel.	Grad Rate 2017-18	C & C Accel 2017-18
SWD	10			20	50						
ELL	35	58		71	69						
BLK	20	41		40	65						
HSP	45	53		68	75						
FRL	39	48		49	66	60	43				

ESSA Data Review

This data has not been updated for the 2022-23 school year.

ESSA Federal Index	
ESSA Category (TS&I or CS&I)	CS&I
OVERALL Federal Index – All Students	37
OVERALL Federal Index Below 41% All Students	YES
Total Number of Subgroups Missing the Target	2
Progress of English Language Learners in Achieving English Language Proficiency	67
Total Points Earned for the Federal Index	222
Total Components for the Federal Index	6

ESSA Federal Index	
Percent Tested	99%
Subgroup Data	
Students With Disabilities	
Federal Index - Students with Disabilities	
Students With Disabilities Subgroup Below 41% in the Current Year?	N/A
Number of Consecutive Years Students with Disabilities Subgroup Below 32%	0
English Language Learners	
Federal Index - English Language Learners	67
English Language Learners Subgroup Below 41% in the Current Year?	NO
Number of Consecutive Years English Language Learners Subgroup Below 32%	0
Asian Students	
Federal Index - Asian Students	
Asian Students Subgroup Below 41% in the Current Year?	N/A
Number of Consecutive Years Asian Students Subgroup Below 32%	0
Black/African American Students	
Federal Index - Black/African American Students	0
Black/African American Students Subgroup Below 41% in the Current Year?	YES
Number of Consecutive Years Black/African American Students Subgroup Below 32%	1
Hispanic Students	
Federal Index - Hispanic Students	45
Hispanic Students Subgroup Below 41% in the Current Year?	NO
Number of Consecutive Years Hispanic Students Subgroup Below 32%	0
Multiracial Students	
Federal Index - Multiracial Students	
Multiracial Students Subgroup Below 41% in the Current Year?	N/A
Number of Consecutive Years Multiracial Students Subgroup Below 32%	0
Native American Students	
Federal Index - Native American Students	
Native American Students Subgroup Below 41% in the Current Year?	N/A
Number of Consecutive Years Native American Students Subgroup Below 32%	0

Pacific Islander Students	
Federal Index - Pacific Islander Students	
Pacific Islander Students Subgroup Below 41% in the Current Year?	N/A
Number of Consecutive Years Pacific Islander Students Subgroup Below 32%	0

White Students	
Federal Index - White Students	
White Students Subgroup Below 41% in the Current Year?	N/A
Number of Consecutive Years White Students Subgroup Below 32%	0

Economically Disadvantaged Students	
Federal Index - Economically Disadvantaged Students	38
Economically Disadvantaged Students Subgroup Below 41% in the Current Year?	YES
Number of Consecutive Years Economically Disadvantaged Students Subgroup Below 32%	0

Part III: Planning for Improvement

Data Analysis
Answer the following analysis questions using the progress monitoring data and state assessment data, if applicable.

What trends emerge across grade levels, subgroups, and core content areas?

According to the 2022 FSA data grades 3-5 students struggled with decoding and comprehension. The data clearly shows many of our students' struggles occurred with understanding key ideas and details.

According to our most recent progress monitoring the following trends were observed:

Reading Trend: (K-2) Fluency- 33% of the African American students & 26% of Latino students were below grade level for accuracy automaticity and appropriate prosody or expression.

Reading Trend: (K-2) Phonics and Word Analysis 33% of the African American students and 43% of Latino students were below grade level for Decoding vowel teams (oo, ea, ou), two syllable words with long and short vowels and silent letter combinations (knight, comb, island, ghost).

Reading Trend: (3-5) Reading informational text 50% of the African American students and 43% of Latino students were below grade level for Identifying the central idea and relevant details in text. In addition to Identifying similes, idioms, and literation text.

Reading Trend: (3-5) 50% of the African American students and 43% of Latino students were below grade level for Reading across genres (Use of central idea and relevant details and comparing contrast key details presented by two texts on the same topic or theme).

Trend: Mathematics, 100% of our students struggled with place holders and word problems.

Trend: All subgroups decreased.

What data components, based off progress monitoring and 2022 state assessments, demonstrate the greatest need for improvement?

Data components with the greatest need of improvement indicate (ELA) vocabulary development and comprehension: According to the data from progress monitoring using Read 180 and the 2022 state assessment we have started using Lexile measurements.

VMA subgroups such as Hispanic population only had 27% show achievement; this group will benefit the most from this approach.

What were the contributing factors to this need for improvement? What new actions would need to be taken to address this need for improvement?

Contributing factors to the need for improvement were the following:

75% of instructional staff either resigned or were terminated in the 21/22 school year.

40% of our student body missed 10 or more days of school.

Instructional practices with curriculum were not delivered with fidelity in the 21/22 school year.

The action taken to meet these needs is developing a positive culture focused on student achievement. All staff and faculty have taken the approach "Everyday counts". Not only for our students but for all faculty and staff.

We have also invested in the Read 180 curriculum to address the needs of our students 2 more years behind for reading on grade level.

Another action step we are using in testing grades 3-5 is using a scientific approach for matching our students with ability-appropriate text and audio resources through Lexile levels. This will allow us to differentiate instruction and monitor growth. Also creating vertical alignment between grade levels.

What data components, based off progress monitoring and 2022 state assessments, showed the most improvement?

Data components which displayed the most growth were our 5th graders who increased year to year more than the district and state students in the same cohort in language arts and math.

According to the state assessment our student's strength in ELA indicated that craft and structure in the reading section showed robust growth. Students could decipher text meaning, interpret literal, and nonliteral meanings of words/phrases. The ability of students to determine how text structures and text features impact meaning and distinguish personal point of view complements the structure of vertical alignment amongst grade levels.

ELA learning gains were 48% in 2022 compared to 36% in 2021.

Math learning gains were 42% in 2022 compared to 20% in 2021.

Science achievement was 20% in 2022 compared to 7% in 2021.

In addition, our 5th graders increased from year to year more than both district and state students in the same cohort in language arts.

What were the contributing factors to this improvement? What new actions did your school take in this area?

The actions that contributed to our learning gains were creating remedial groups of students according to I-ready scores and teaching lessons suited to student achievement gaps.

The steps taken to continue this improvement involved creating an environment for teachers to collaborate at different grade levels; the goal is to have vertical alignment between grade levels.

In addition, we acted on having teachers K-4 trained in foundational reading skills (Wilson's fundations) that are essential for students to build vocabulary and reading comprehension. Having our teachers trained in phonics and comprehension provides our educators with the tools they need to make the best pathway of success for students.

Teachers are now directed to use manipulatives for math lessons. Students will keep notebooks so they can reflect and recall the information learned throughout the school year.

Another new action is having science taught throughout the school year at each grade level.

What strategies will be implemented to accelerate learning?

To meet the goals outlined in this plan, the VMA has established common planning time for grade level teaching teams (K-2) (3-5), which allows teachers to plan and share instructional strategies. All licensed teachers at Visible Men Academy will participate in bi-weekly professional development meetings that focus on analyzing data, unpacking benchmarks, planning using best practice literacy instruction and strategies.

The leadership team will use data to prioritize and select professional development objectives. The leadership team has researched the Marzano strategies and has experience using Marzano strategies to introduce and implement with all classroom teachers. VMA will use the STAR progress monitoring to track student performance over the year and the Marzano strategies will be used to monitor the student progress weekly.

Based on the contributing factors and strategies identified to accelerate learning, describe the professional development opportunities that will be provided at the school to support teachers and leaders.

The leadership team members will model the use of Marzano strategies at the professional development meetings and present/display student work to discuss the implementation results. VMA hired trainers from Read 180 for grades 4-5 and Great Minds for K-3 to help understand the content for delivery of Marzano's strategies.

VMA also uses Eureka Math for accelerated learning in Math. Although Eureka math is not a state adopted curriculum, Eureka math was chosen because of the kinesthetic lessons coupled with the content. Dr. Gehndyu has also received the Eureka B.E.S.T. curriculum aligned to state standards. The few benchmarks that have discrepancies aligned to the benchmarks VMA will use other lessons (i.e. STAR) associated with progress monitoring to supplement those areas.

Provide a description of the additional services that will be implemented to ensure sustainability of improvement in the next year and beyond.

To ensure sustainability VMA has added key services for its students and families through Saturday School (Saturday Success) once a month providing parent and student workshops in math and reading.

Title I part A we have added a student and family advocate personnel helping our parents with counseling, housing, doctor visits etc.

We have also used our ESSER funds to purchase in-depth progress monitoring tools such as Read 180.

At the beginning of each school year, before students arrive, all staff will participate in training. These trainings will be but are not limited to needs of diverse learners and growth mindset, structures and techniques of literacy instruction, anecdotal notes, and instructional interventions as well as equity in instruction.

Additional services will be implemented to ensure the sustainability of the Marzano strategies by providing our students the ability to refer to topics learned in the classroom through note taking in their binders. Teachers will also be encouraged to post anchor charts around the room. This will serve as reference points for students and allow them to have ownership of what they learn. This method ensures sustainability for our students, so they know how to find answers.
In addition, all teachers will be connected to the district's on-line professional development portal (My PGS) to receive continuous learning courses throughout the school year. VMA will also engage in quarterly conferences with parents to provide strategies that can be completed at home to ensure the parents are involved in their sons' education. In addition, VMA provides literacy nights once a month.

Areas of Focus
Identify the key Areas of Focus to address your school's highest priorities based on any/all relevant data sources.

:

#1. Instructional Practice specifically relating to Standards-aligned Instruction	
Area of Focus Description and Rationale: Include a rationale that explains how it was identified as a critical need from the data reviewed.	Standards aligned instruction: VMA identified critical need areas using the STAR testing system K-2 in August and Cambium PM assessment to screen all students in grades 3-5. This data assisted in determining instructional reading levels, flexible grouping, whole group, small group, and individual interventions as needed for our students. According to the PM assessments 60% of our students are 1 grade level below. With a focus on standards aligned instruction in reading, our students will enhance their vocabulary development and comprehension. VMA teachers will focus on phonemic awareness and fluency to build students' capacity to read long passages. Next students will be asked a series of Blooms taxonomy questions that assess the student's ability to develop academically through key questioning concepts in knowledge, comprehension application analysis and synthesis questions. through As a result, our students will realize the VMA vision of recognizing their strong innate character and develop into young men who are family oriented, community conscious, and globally aware.
Measurable Outcome: State the specific measurable outcome the school plans to achieve. This should be a data-based, objective outcome.	To improve student learning teachers will follow the curriculum road maps provided by Great Minds carefully and make minor adjustments when needed. Learning gains for students in the lowest quartile for ELA will be 60% of students making gains according to District Benchmark Assessments and the 2022 FSA. Monitoring: Students in the lowest quartile will be monitored as part of MTSS bi-weekly. Grade level teams will meet monthly to discuss the data and adjust as needed.
Monitoring: Describe how this Area of Focus will be monitored for the desired outcome.	VMA will use the STAR and Cambium tools for progress monitoring. This area of focus will be monitored MTSS meetings and professional learning communities. In addition, admin will use walkthrough data, state progress monitoring assessments and formative assessments to rapidly respond to students' needs.
Person responsible for monitoring outcome:	Janjay Gehndyu (janjay.gehndyu@vmacademy.org)
Evidence-based Strategy: Describe the evidence-based strategy being implemented for this Area of Focus.	VMA will implement a specific intervention/remediation time for each grade level. Leadership will progress monitor these specific students to ensure they are making gains. Teachers will be coached how to “Think- aloud” scaffold lessons and teach mini lessons to provide a structure to help students retain information taught throughout various times of the year. In addition, classroom teachers will introduce students to a variety of authors, illustrators, and types of texts to entice them to become readers. They will also teach students the reading skills that are frequently utilized and teach systematically and explicitly how to become good readers and writers. Guided Reading Block -- During the 90-minute Literacy Block, students rotate through stations. Two stations are led by teachers, focused on phonics, decoding, vocabulary, and comprehension instruction and the other on

	interventions as needed. There are also stations with various authentic reading tasks to be completed when not working with a teacher.
Rationale for Evidence-based Strategy: Explain the rationale for selecting this specific strategy. Describe the resources/criteria used for selecting this strategy.	Research states that teachers need to know and understand the direction of the school and how they are a relevant participant in the success. Admin staff will model effective lessons, analyze data, provide professional development, and explicit feedback associated with benchmark planning. During intervention/remediation blocks and the 90-minute literacy block, teachers will implement the Marzano strategy and curriculum training from our weekly PLCS and common planning. This will allow us to spiral the curriculum for our students to make those connections of vocabulary development and comprehension related back to our FSA student data.

Action Steps to Implement
List the action steps that will be taken as part of this strategy to address the Area of Focus. Identify the person responsible for monitoring each step.

VMA will use these action steps to meet the needs of all learners as follows:

1. Weekly PLCs where teachers discuss and learn Marzano strategies and how to implement them with fidelity.

2. Walk throughs are conducted on a weekly basis observing instruction & rigor.

3. Leadership and coaches will review progress monitoring data thoroughly weekly to guide instruction.

To complete the above task:

Students will be grouped by level according to progress monitoring data

Tier 1: All students in kindergarten through 3rd grade are grouped by instructional levels and specific needs for differentiated literacy instruction. These groupings are flexible based on progress monitoring.

Tier 2: Classroom Teacher will provide interventions on targeted skills, determined by STAR or Cambium assessments, Wilson's Fundations or Capit programs. The teacher will use supplemental materials that support the skills that the students are missing.

Tier 3: Reading Coaches Ms. Hinds and Mrs. Gehndyu will provide literacy-based instruction in small groups, determined by benchmark and progress monitoring results. The Reading Coaches will use Marzano research-based literacy interventions, Read 180 and Science of reading. These interventions will not occur during core academic time.

Person Responsible Janjay Gehndyu (janjay.gehndyu@vmacademy.org)

#2. Transformational Leadership specifically relating to Instructional Leadership Team

Area of Focus Description and Rationale: Include a rationale that explains how it was identified as a critical need from the data reviewed.	There has been a transformation of staff in the past two years. It is vital that the new staff members are acclimated to the climate, culture, and expectations at VMA. It is through a strong leadership team that the focus will be understood by all staff members.
Measurable Outcome: State the specific measurable outcome the school plans to achieve. This should be a data-based, objective outcome.	VMA will utilize progress monitoring to explicitly find benchmarks students are not achieving. As a result, all students will show a year's growth using end-of-year state assessments. VMA will adjust instruction throughout the year if adequate growth is not achieved. This could involve methods from Reading Recovery and Kagan strategies. Administration will compare progress monitoring data from the beginning of the school year with the end of the school year.
Monitoring: Describe how this Area of Focus will be monitored for the desired outcome.	This area will be monitored through semi-monthly instructional leadership teams that will focus on school wide data. In addition, there are semi-monthly grade level team meetings (k-2) & (3-5) with administration focused on planning and data of grade level assessments.
Person responsible for monitoring outcome:	Janjay Gehndyu (gehndyuj@manateeschools.net)
Evidence-based Strategy: Describe the evidence-based strategy being implemented for this Area of Focus. **Rationale for Evidence-based Strategy: Explain the rationale for selecting this specific strategy. Describe the resources/criteria used for selecting this strategy.**	Regular meetings using VMA created roadmaps, resources, and assessments. In addition, the administration staff will review the information prior to meeting with teachers so they can decipher the most important pieces of data to guide instruction according to progress monitoring assessments provided at the district and state levels. The administration team will also receive training in the new benchmark assessments along with staff instructional staff to understand the standards students need to achieve. VMA's read 180 program uses progress monitoring to track student data and provide suggestions to meet the students' developmental needs. This strategy is selected because these resources are available to all stakeholders and will guide the work of all constituents.

Action Steps to Implement
List the action steps that will be taken as part of this strategy to address the Area of Focus. Identify the person responsible for monitoring each step.

1. The role of administration will be to communicate constantly with staff about teacher's goals and student progress through daily class walk throughs, weekly lesson planning and semester evaluations.

2. Leadership will find the needs of teachers and fill the gaps with appropriate training, feedback, and feedforward information

3. Through the previous 2 steps, VMA will continue to work on SMART goals that produce committed objectives and innovative practices to meet our students' needs.

Person Responsible Janjay Gehndyu (gehndyuj@manateeschools.net)

#3. Instructional Practice specifically relating to Professional Learning Communities	
Area of Focus Description and Rationale: Include a rationale that explains how it was identified as a critical need from the data reviewed.	Professional learning communities will be pivotal to the success of all students at VMA. We want all students to be provided the same rich opportunities for learning regardless of their academic background. There are 2 teachers who are new to VMA. These teachers will need the support and collaboration of their team acclimating to Title I students.
Measurable Outcome: State the specific measurable outcome the school plans to achieve. This should be a data-based, objective outcome.	Teachers will work collaboratively to create common end of unit assessments for ELA and math. These assessments will be used to drive common planning for instruction.
Monitoring: Describe how this Area of Focus will be monitored for the desired outcome.	This area will be monitored through scheduled MTSS meetings with administration and the schools' instructional coach. In addition, there are quarterly grade level planning meetings. Multiple MTSS meetings can occur through collaboration weekly meetings. Creating multiple environments where teachers can speak about what they are doing in their classrooms will be beneficial to having productive meetings.
Person responsible for monitoring outcome:	Janjay Gehndyu (janjay.gehndyu@vmacademy.org)
Evidence-based Strategy: Describe the evidence-based strategy being implemented for this Area of Focus.	Share with each team the school's vision for collaborative planning and the role for each participant.
Rationale for Evidence-based Strategy: Explain the rationale for selecting this specific strategy. Describe the resources/criteria used for selecting this strategy.	Research states that teachers need to know and understand the direction of the school and how they are a relevant participant in the success.

Action Steps to Implement
List the action steps that will be taken as part of this strategy to address the Area of Focus. Identify the person responsible for monitoring each step.

1. Identify students who are at risk.

2. Provide support to teachers to address the needs of students.

3. Keep a running record of students' progress.

4. Communicate with teachers on progress being made.

Person Responsible Diego Velasco (dvelasco@vmacademy.org)

RAISE

The RAISE program established criteria for identifying schools for additional support. The criteria for the 2022-23 school year includes schools with students in grades Kindergarten through fifth, where 50 percent or more of its students, for any grade level, score below a level 3 on the most recent statewide English Language Arts (ELA) assessment.

Area of Focus Description and Rationale
Include a description of your Area of Focus (Instructional Practice specifically relating to Reading/ELA) for each grade below, how it affects student learning in literacy, and a rationale that explains how it was identified as a critical need from the data reviewed. Data that should be used to determine the critical need should include, at a minimum:

- The percentage of students below Level 3 on the 2022 statewide, standardized ELA assessment. Identification criteria must include each grade that has 50 percent or more students scoring below level 3 in grades 3-5 on the statewide, standardized ELA assessment.
- The percentage of students in kindergarten through grade 3, based on 2021-2022 end of year screening and progress monitoring data, who are not on track to score Level 3 or above on the statewide, standardized ELA assessment.
- Other forms of data that should be considered: formative, progress monitoring and diagnostic assessment data.

Grades K-2: Instructional Practice specifically relating to Reading/ELA

VMA will use the guided reading structure specifically to teach reading. The Fountas & Pinnell system sections student levels through Lexile level for guided reading groups.

Grades 3-5: Instructional Practice specifically relating to Reading/ELA

Instructional Practice specifically relating to Reading/ELA. Many of the components used to address the needs of our students included providing the appropriate grade level material that would challenge them on how to think about the material they were reading. Our goal is to provide a blended learning environment addressing the needs in ELA and other core content areas. As a result, the gap between learning and proficiency is significantly decreased. VMA will utilize elements from the Wit & Wisdom curriculum including level readers for guided reading groups

Measurable Outcomes:
State the specific measurable outcome the school plans to achieve for each grade below. This should be a data based, objective outcome. Include prior year data and a measurable outcome for each of the following:

- Each grade K-3, using the new coordinated screening and progress monitoring system, where 50 percent or more of the students are not on track to pass the statewide ELA assessment.
- Each grade 3-5 where 50 percent or more of its students scored below a level 3 on the most recent statewide, standardized ELA assessment and
- Grade 6 measurable outcomes may be included, as applicable.

Grades K-2: Measurable Outcome(s)

VMA will use the new STAR system to progress monitor students. The intended outcome is to have 60% of students on grade level for reading

Grades 3-5: Measurable Outcome(s)

VMA will use the new Cambium assessment to monitor students. The intended goal is to have 60 percent of our students on grade level for reading and math.

Monitoring:
Describe how the school's Area(s) of Focus will be monitored for the desired outcomes. Include a description of how ongoing monitoring will take place with evaluating impact at the end of the year.

Ongoing monitoring will take place in upper grades using the Read 180 program and tracked with their online data tools. The desired outcome is to measure Lexile levels of students and provide the appropriate instruction.

Person responsible for monitoring outcome:
Select the person responsible for monitoring this outcome.

Gehndyu, Janjay, janjay.gehndyu@vmacademy.org

Evidence-based Practices/Programs:
Describe the evidence-based practices/programs being implemented to achieve the measurable outcomes in each grade and describe how the identified practices/programs will be monitored. The term "evidence-based" means demonstrating a statistically significant effect on improving student outcomes or other relevant outcomes as provided in 20 U.S.C. Â§7801(21)(A)(i). Florida's definition limits evidence-based practices/programs to only those with strong, moderate or promising levels of evidence.

- Do the identified evidence-based practices/programs meet Florida's definition of evidence-based (strong, moderate or promising)?
- Do the evidence-based practices/programs align with the district's K-12 Comprehensive Evidence-based Reading Plan?
- Do the evidence-based practices/programs align to the B.E.S.T. ELA Standards?

The evidence-based practices being implemented into VMA will use the core curriculum Wit & Wisdom for tier 1 teaching. Students who require tier 2 intervention depending on the severity of what they need could experience remediation in reading mastery, Wilson's fundations, or Read 180.

Rationale for Evidence-based Practices/Programs:
Explain the rationale for selecting the specific practices/programs. Describe the resources/criteria used for selecting the practices/programs.

- Do the evidence-based practices/programs address the identified need?
- Do the identified practices/programs show proven record of effectiveness for the target population?

All evidence-based programs align with the newly implemented Florida B.E.S.T standards. In addition, each program addresses the background of our students with a focus on explicit instruction and progression into critical thinking for problem solving.

Action Steps to Implement:
List the action steps that will be taken to address the school's Area(s) of Focus. To address the area of focus, identify 2 to 3 action steps and explain in detail for each of the categories below:

- Literacy Leadership
- Literacy Coaching
- Assessment
- Professional Learning

Action Step	Person Responsible for Monitoring
Literacy Leadership will consist of these action steps: 1. (Specific) Leadership will provide training sessions for staff once a month throughout the year on how to meet the needs of diverse learners. 2. Leadership will measure results of summative assessments by teacher monthly to track student progress. 3. (Achievable) Leadership will observe at least 50% of instructional staff are using literacy techniques such as simile and metaphor techniques in writing/ imagery. 4. (Relevant) Leadership will create dialogue with instructional staff about strategies (i.e., Kagan, Marzano). The goal is to be able to increase teacher capacity. 4. (Time) Leadership will perform weekly classroom walk-throughs and observe teachers for at least 10 minutes.	Velasco, Diego, dvelasco@vmacademy.org
Literacy coaching will consist of these action steps: 1. (Specific) Literacy coaching will consist of dialogue between teachers and leadership about strategies and techniques to make learning more meaningful and engaging for our diverse learners. 2. (Measurable) Teachers will use results from progress monitoring to create 3 engaging lessons per week that are data oriented for student learning. 3. (Achievable) 50% of instructional staff will be observed using Kagan and Marzano strategies during classroom walkthroughs. 4. (Relevant) Kagan strategies will be used to increase teacher capacity through a series of formative assessments. Teachers will be observed providing exit tickets to students before transitions. Teachers will also be instructed to use white boards as another method of a formative assessments to quickly analyze student knowledge before a summative assessment. 5. (Time) Teachers will use these methods throughout the school year and discuss at our monthly meetings.	Hinds , Jacqueline, jhinds@vmacademy.org
Assessments action steps are: 1. (Specific) Teachers will teach with the end in mind. Teachers will observe and follow the benchmarks to ensure all students are meeting state standards assessment. 2. Assessment tracking will happen weekly. Teachers will be required to track student achievement. The goal is to have 60% of students on grade level using assessments in the Wit & Wisdom curriculum. Assessments will focus on vocabulary development, key ideas and other areas identified by progress monitoring reports. 3. (Achievable)There will be a keen focus on subgroups for example our African American students who were below 32% achievement. This group will provide extra support through mentorship, before school and after school tutoring opportunities specifically for them.	Gehndyu, Jackie, jgehndyu@vmacademy.org

Action Step	Person Responsible for Monitoring

4. (Relevant) Before school and after school opportunities will be combined with community partners and high school tutors.

5. (Time) Students will be assessed on a weekly basis.

Positive Culture & Environment

A positive school culture and environment reflects: a supportive and fulfilling environment, learning conditions that meet the needs of all students, people who are sure of their roles and relationships in student learning and a culture that values trust, respect and high expectations. Consulting with various stakeholder groups is critical in formulating a statement of vision, mission, values, goals, and employing school improvement strategies that impact the school culture and environment. Stakeholder groups more proximal to the school include teachers, students and families of students, volunteers and school board members. Broad stakeholder groups include early childhood providers, community colleges and universities, social services and business partners.

Describe how the school addresses building a positive school culture and environment.

VMA has a variety of school-based groups that contribute to creating a positive school culture and environment. The school's leadership team sets the tone by being positive, active staff members that solve problems and lead by example. We have sub committees that provide focused work in defined areas as they relate to our vision and mission of the school.
The yearly calendar includes dates for quarterly grade level teacher planning and collaboration; monthly school-wide professional development sessions, monthly grade level data meetings, and weekly grade level planning and collaboration meetings, during each of these meetings, administration and the school's instructional coach are present to reinforce the school's focus areas and to be of support.
There are 2 new instructional staff members this school year. Each of these VMA staff members were provided a day with the school's principal to learn about the culture and climate of the school and the school's procedures.
A positive culture and environment for students is addressed in several ways. First, VMA utilizes its own Character Development SHINE curriculum. This curriculum has 10 keys to success, each presented monthly. "Every day Counts" keeps the theme of the month at the center of what we do.

Any breach of the School Improvement Plan may affect the renewal of Visible Men Academy.

Identify the stakeholders and their role in promoting a positive school culture and environment.

Dr. Janjay Gehndyu- Principal
Diego Velasco- Dean
Frank Jenkins- Student and Family Advocate
Jacqueline Hinds- Reading specialist
Jaclyn Gehndyu- Special Education coordinator/Reading specialist

AGENDA ITEM NO. 9.15

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

The personnel recommended for appointments for the 2022-2023 school year have been interviewed by members of the administrative staff and have applications with favorable references on file in the Human Resources Department.

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

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Equitable Recruitment & Retention | Goal 2
Improve teacher and other employee retention rates.

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
HR Board Material November 8, 2022

Board Material - November 8, 2022

Type		Information/Position/Location	Eff Date
Appointments/Admin			
	TB	Marketing & Events Specialist Manatee Technical College **Range $44,729-$80,474**	10/6/2022
	NC	College & Career Advisor Professional Support Center **Range $42,803-$77,180**	10/10/2022
Appointments/Para			
	BAO	Teacher Aide, Pre-K Integrated Bayshore Elementary	10/17/2022
	TB	Classroom Sub Manatee High	10/17/2022
	CB	Classroom Sub Lee Middle	10/17/2022
	PB	Teacher Aide, ES Blackburn Elementary	10/17/2022
	JC	Teacher Aide, ESE Kinnan Elementary	10/17/2022
	AC	Teacher Aide, ESE Tillman Elementary	10/17/2022
	JCE	Teacher Aide, ESE Daughtrey Elementary	10/5/2022
	NC	Classroom Sub Tara Elementary	10/18/2022
	LE	Teacher Aide, ESE Moody Elementary	10/10/2022
	AGG	Teacher Aide, ESE Myakka Elementary	10/4/2022
	RL	Classroom Sub Braden River High	10/17/2022
	DMG	Teacher Aide, ES Palmetto Elementary	10/10/2022

Type	Information/Position/Location	Eff Date
RM	Teacher Aide, ESE Palma Sola Elementary	10/4/2022
PM	Teacher Aide, ESE Rogers Garden-Bullock Elementary	10/11/2022
JM	Classroom Sub Sugg Middle	10/10/2022
AM	Teacher Aide, ESE Blackburn Elementary	10/10/2022
AM	Teacher Aide, ES Miller Elementary	10/17/2022
VN	Classroom Sub King Middle	10/17/2022
KO	Teacher Aide, ES Palma Sola Elementary	10/4/2022
RP	Health Aide Miller Elementary	10/17/2022
MR	Teacher Aide, ESE, One-on-One Gullett Elementary	10/17/2022
JR	Teacher Aide, ESOL Daughtrey Elementary	10/6/2022
SS	Classroom Sub Lincoln Middle	10/17/2022
DS	Teacher Aide, Pre-K Samoset Elementary	10/12/2022
HT	Teacher Aide, ES Abel Elementary	10/17/2022
AT	Teacher Aide, ESE Freedom Elementary	10/17/2022
JU	Teacher Aide, ES Miller Elementary	10/12/2022

Type		Information/Position/Location	Eff Date
	AW	Teacher Aide, ESOL Bayshore High	10/11/2022
	CW	Teacher Aide, ESE, One-on-One Manatee High	10/17/2022
	EY	Teacher Aide, ESE Harvey Elementary	10/10/2022
	MZ	Teacher Aide, ESOL Kinnan Elementary	10/17/2022
	DZ	Teacher Aide, ESE Kinnan Elementary	10/12/2022
Appointments/Prof			
Req. 7517	*AA*	Teacher, Music, MS Nolan Middle **B.M. Stetson University**	10/4/2022
Req. 7761	*PB*	Teacher, Science, MS Jain Middle **B.S. University of Memphis**	10/13/2022
Req. 7821	*JB*	Teacher, Physical Education, HS Southeast High **B.A. Northern Michigan University**	10/17/2022
Req/ 7473	*LC*	Speech & Language Pathologist Blackburn Elementary **M.S. Touro College**	10/14/2022
Req. 7024	*JD*	Teacher, Pre-K Integrated Palma Sola Elementary **B.A. University of South Florida**	10/17/2022
Req. 7814	*PG*	Teacher, Reading, HS Southeast High **M.Ed. University of Bridgeport**	10/17/2022
Req. 7700	*LG*	Teacher, VE Southeast High **M.F.A. CUNY Brooklyn College**	10/12/2022
Req. 7541	*CH*	Teacher, Music, MS Jain Middle	10/6/2022

Type		Information/Position/Location	Eff Date
		B.A. Unviersity of Texas	
Req. 6736	CK	Teacher, Physical Education, ES Daughtrey Elementary **B.A. Colorado Mesa University**	10/5/2022
Req. 7664	LK	Third Grade Teacher Harvey Elementary **M.Ed. Western Carolina University**	10/17/2022
Req. 7406	GL	Fifth Grade Teacher Tillman Elementary **M.P.Ed. Utah State University**	10/4/2022
Req. 7694	IM	Third Grade Teacher Oneco Elementary **B.A. Gulf Coast State College**	10/5/2022
Req. 7409	EM	Teacher, Science, HS Lakewood Ranch High **B.A. Unviersity of South Florida**	10/31/2022
Req. 7750	SM	Teacher, Language Arts, HS Braden River High **M.A. University of Nevada**	10/6/2022
Req. 7505	BM	Third Grade Teacher Miller Elementary **B.A. Fitchburg State University**	10/12/2022
Req. 7699	LP	Teacher, Language Arts, HS Southeast High **B.A. Rowan University**	10/12/2022
Req. 7347	RR	Teacher, ESOL Resource Palm View K-8 **M.A. University of Phoenix**	10/17/2022
Req. 7403	SR	Media Specialist, ES Prine Elementary **B.A. University of South Florida**	10/17/2022
Req. 7705	JR	First Grade Teacher Oneco Elementary **M.S. St. Xavier University**	10/5/2022

Type		Information/Position/Location	Eff Date
Req. 7487	KS	Teacher, Special Assignment Professional Support Center **M.S. Bob Jones University**	10/9/2022
Req. 6471	JS	Counselor, ES Bashaw Elementary **M.A. Webster University**	10/17/2022
Req. 7744	CW	Second Grade Teacher Williams Elementary **B.A. Oklahoma State University**	10/4/2022
Req. 7481	PW	Third Grade Teacher Bayshore Elementary **B.A. Florida A&M University**	10/4/2022
Req. 7329	BW	First Grade Teacher Oneco Elementary **B.A. Argosy University**	10/17/2022
Appointments/Supp			
	JA	School Registrar II, HS Braden River High	10/10/2022
	MB	Custodian 8 Hr. Johnson K-8	10/10/2022
	BB	Bus Aide Matzke Support Center	10/17/2022
	DB	Food Service Worker - 6 Hr. Sugg Middle	10/17/2022
	EB	Food Service Worker - 5 Hr. Witt Elementary	10/17/2022
	CB	Office Manager Matzke Support Center	10/17/2022
	LC	Custodian 8 Hr. Harvey Elementary	10/11/2022
	CC	Head Custodian I Willis Elementary	10/3/2022

Type	Information/Position/Location	Eff Date
CD	Food Service Worker - 6 Hr. Willis Elementary	10/17/2022
ED	Custodian 8 Hr. Tillman Elementary	10/17/2022
MFR	Food Service Worker - 5 Hr. Harllee Full Service Center	10/18/2022
DG	Secretary, Instruction Curric Professional Support Center	10/17/2022
MG	Bus Driver Matzke Support Center	10/17/2022
DH	Food Service Worker - 5 Hr. Witt Elementary	10/17/2022
DH	Food Service Worker - 5 Hr. Tillman Elementary	10/17/2022
PL	Plans Room Clerk Matzke Support Center	10/3/2022
EM	Bus Aide Matzke Support Center	10/17/2022
MM	School Nurse, LPN Daughtrey Elementary	10/4/2022
MMB	Food Service Worker - 5 Hr. Southeast High	10/17/2022
HP	Bus Driver Matzke Support Center	10/17/2022
MP	Food Service Worker - 5 Hr. Palmetto High	10/3/2022
AP	Food Service Worker - 6 Hr. Moody Elementary	10/17/2022
BP	Food Service Worker - 5 Hr. McNeal Elementary	10/17/2022

Type		Information/Position/Location	Eff Date
	RR	Food Service Worker - 6 Hr. Parrish Community High	10/10/2022
	RZ	Lead Custodian I Jain Middle	10/17/2022
	NS	Food Service Worker - 5 Hr. Lee Middle	10/11/2022
	PT	Food Service Worker - 5 Hr. Jain Middle	10/17/2022
	RT	School Secretary I, 12 Mo. Manatee Technical College	10/17/2022
	HV	Bus Aide Matzke Support Center	10/17/2022
	JW	Bus Aide Matzke Support Center	10/17/2022
	RW	Food Service Worker - 5 Hr. Parrish Community High	10/17/2022
	PW	Head Custodian I Williams Elementary	10/17/2022
Resignations/Admin			
	TB	Deputy Superintendent of Business Svcs. School Support Center	11/11/2022
	MC	Dual Language Specialist Professional Support Center	11/9/2022
	AL	School Psychologist - 11 Mo. Professional Support Center	9/10/2022
Resignations/Para			
	NC	Classroom Sub Tara Elementary	10/18/2022
	SF	Classroom Sub Blackburn Elementary	10/4/2022
	JH	Teacher Aide, HS Braden River High	12/24/2022

Type		Information/Position/Location	Eff Date
	DL	Teacher Aide, ESE Williams Elementary	10/27/2022
	CM	School Nurse, RN Haile Middle	12/23/2022
	AM	Teacher Aide, ES, Title I Sea Breeze Elementary	10/18/2022
	GP	Teacher Aide, ESOL Manatee Elementary	9/24/2022
	GR	Teacher Aide, ESOL Sugg Middle	10/22/2022
	AW	Physical Education Tech Daughtrey Elementary	9/24/2022
Resignations/Prof			
	AB	Teacher, Art, ES Myakka Elementary	10/22/2022
	AB	Teacher, VE Harllee Full Service Center	10/13/2022
	RG	Teacher, Physical Education, HS Southeast High	9/28/2022
	SH	Teacher, Physical Education, ES Oneco Elementary	10/22/2022
	MJ	Student Support Specialist Abel Elementary	10/29/2022
	LK	Third Grade Teacher Harvey Elementary	10/17/2022
Resignations/Supp			
	KA	Food Service Worker - 5 Hr. Parrish Community High	9/27/2022
	JA	Custodian 8 Hr. Nolan Middle	11/1/2022
	KB	Guidance Clerk Lakewood Ranch High	10/22/2022

Type		Information/Position/Location	Eff Date
	RB	Bus Aide Matzke Support Center	10/4/2022
	NG	Custodian 8 Hr. Nolan Middle	11/1/2022
	VH	Instruction Curric Administrative Asst. Professional Support Center	11/1/2022
	DH	Food Servic Worker - 6 Hr. Lakewood Ranch High	9/22/2022
	LJF	Custodian 8 Hr. Jain Middle	9/24/2022
	DL	Bus Aide Matzke Support Center	10/8/2022
	GLE	Custodian 8 Hr. Haile Middle	10/19/2022
	LMR	Food Service Worker - 6 Hr. Harllee Full Service Center	9/28/2022
	WP	Bus Driver Matzke Support Center	10/10/2022
	DR	Food Service Worker - 5 Hr. Bayshore High	10/6/2022
	AS	Food Service Worker - 5 Hr. Southeast High	10/3/2022
	DT	Custodian 8 Hr. Tillman Elementary	9/20/2022
Retirement in Lieu of Termination	*RR*	Teacher, Arts, HS Manatee High **38.20 Years**	10/11/2022
Retirement/Admin	*VH*	Infrastructure Services Director School Support Center **32.67 Years**	2/1/2023

Type		Information/Position/Location	Eff Date
	RT	Executive Dir., Pupil Personnel Svc Professional Support Center **29.50 Years**	1/1/2023
Retirement/Para			
	PM	Teacher Aide, ESE Oneco Elementary **22.40 Years**	12/1/2022
Retirements/Prof			
	MG	Teacher, Special Assignment Daughtrey Elementary **25.60 Years**	12/31/2022
	DG	Teacher, Dropout Prevention, HS Manatee High **15.50 Years**	1/1/2023
Retirement/Supp			
	AB	Food Service Worker - 7 Hr. Moody Elementary **27.50 Years**	12/21/2022
	BB	Cafeteria Manager I Williams Elementary **33.80 Years**	1/1/2023
	CL	Custodian 8 Hr. Bayshore High **19.58 Years**	12/17/2022
	CR	School Clerical Assistant, 10 Mo. Bayshore High **19.80 Years**	11/26/2022
Terminations/Admin			
	MSS	Meal Benefits & Report Coordinator Wakeland Support Center	10/13/2022
Terminations/Para			
	LC	Teacher Aide, ESE Harllee Full Service Center	10/6/2022
	SZ	Teacher Aide, ESE Harllee Full Service Center	10/6/2022
Terminations/Prof			
	CL	Teacher, Social Studies, HS Southeast High	10/14/2022

Type		Information/Position/Location	Eff Date
	AW	Counselor, ES Rogers Garden-Bullock Elementary	10/10/2022
Terminations/Supp			
	RC	Bus Driver Matzke Support Center	10/19/2022
	SF	Food Service Worker - 5 Hr. Oneco Elementary	10/10/2022
	VK	Bus Driver Matzke Support Center	10/19/2022
	CM	Bus Aide Matzke Support Center	9/26/2022
	YM	Bus Driver Matzke Support Center	10/11/2022
Transfers/Admin			
	AG	From: Junior Data Analyst Professional Support Center To: Business Systems Analyst School Support Center	10/16/2022
	KV	From: Bus Driver Matzke Support Center To: Training Trans Safety Officer Matzke Support Center	10/17/2022
	TM	From: Transportation Coordinator Professional Support Center To: Transportation Coordinator Matzke Support Center	10/17/2022
	JO	From: Curriculum Specialist Professional Support Center To: Parent Engage & Outreach Adv Professional Support Center	10/30/2022
Transfers/Para			
	WD	From: Teacher Aide, ESE, One-on-One Palma Sola Elementary To: Teacher Aide, ESE Braden River High	10/16/2022
Transfers/Prof			
	AA	From: Custodian 4 Hr. Manatee Technical College	10/3/2022

Type		Information/Position/Location	Eff Date
		To: Comm Fds & Culinary Instructor Manatee Technical College	
	NB	From: Teacher, VE King Middle To: Career Counselor Manatee Technical College	10/16/2022
	KM	From: Behavior Tech Professional Support Center To: Teacher, VE Parrish Community High	10/16/2022
	MMN	From: Teacher, IND/SC Kinnan Elementary To: Teacher, IND/SC Blackburn Elementary	10/9/2022
	DN	From: Teacher, VocEd P/T Manatee Technical College To: Instructor, Paramedic Manatee Technical College	10/5/2022
	KP	From: Teacher Aide, ESE Manatee High To: Teacher, VE Manatee High	10/2/2022
	JR	From: Classroom Sub Johnnson K-8 To: Fifth Grade Teacher Johnnson K-8	10/16/2022
Transfers/Supp			
	RC	From: Senior School Secretary, MS Haile Middle To: School Secretary I, 12 Mo. Manatee Technical College	10/16/2022
	MH	From: Lead Custodian I Buffalo Creek Middle To: Custodian 8 Hr. Lakewood Ranch High	10/2/2022
	DM	From: Guidance Clerk, ES Prine Elementary	10/2/2022

Type	Information/Position/Location	Eff Date
	To: Guidance Clerk Daughtrey Elementary	
MO	From: Food Service Worker - 6 Hr. Ballard Elementary To: School Clerical Assistant, 10 Mo. Ballard Elementary	10/4/2022
JR	From: Bus Aide Matzke Support Center To: Transporation Student Assistant Matzke Support Center	10/17/2022
DS	From: Custodian 8 Hr. Palmetto Elementary To: Custodian 8 Hr. Parrish Community High	10/16/2022
JV	From: Guidance Clerk, ES Abel Elementary To: Tech Services Desk Specialist School Support Center	10/16/2022

AGENDA ITEM NO. 9.16

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

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

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

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

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

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Equitable Recruitment & Retention | Goal 2
Improve teacher and other employee retention rates.

Recommendation
The Superintendent recommends approval of the report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
OOF Content 11.8.2022
OOF ESOL 11.8.2022
OOF Reading 11.8.2022

OOF Content 11.8.2022 BM						
Last	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Sabo	Benjamin	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022	10/11/2022
Hazlewood	Cassandra	Bashaw Elementary School	Tchr, Third Grade	Elementary Education K-6	10/10/2022	5/31/2023
Grant	Kimberly	Moody Elementary School	Tchr, Music, ES	Music K-12	10/10/2022	5/31/2023
Erhardt	Bruce	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
DiStefano	Anthony	Palm View K-8 School	Tchr, Science, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	10/8/2022	5/31/2023
Bock	Michael	Braden River High School	Tchr, Mathematics, HS	Mathematics 6-12	9/27/2022	5/31/2023
Robinson	Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2022	9/26/2023
O'Brien	Judith	Lakewood Ranch Prep Acad K-12	Tchr, Fourth Grade	Elementary Education K-6	9/22/2022	5/31/2023
Cable	Alexa	Lakewood Ranch Prep Acad K-12	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	9/22/2022	5/31/2023
Zhang	Xia	Lakewood Ranch Prep Acad K-12	Tchr, Fifth Grade	Elementary Education K-6	9/22/2022	5/31/2023
Byrd	Angelik	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	9/19/2022	5/31/2023
Mendez	Jessica	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	9/18/2022	5/31/2023
Sosso	Alexa	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/18/2022	5/31/2023
Daly	Stefania	Lee Middle School	Tchr, Business Technology	Business Education 6-12	9/18/2022	5/31/2023
Leupold	Jessica	Lakewood Ranch High School	Tchr, Health, HS	Health K-12	9/14/2022	5/31/2023
Frank	Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	9/12/2022	5/31/2023
Frank	Anna	Blackburn Elementary School	Tchr, VE	Exceptional Student Education K-12	9/12/2022	5/31/2024
Zuluaga	Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	9/12/2022	5/31/2023
Chacon	Anna	Manatee Elementary School	Tchr, Pre-K	PreKindergarten/Primary Education PK-3	9/7/2022	5/31/2023
Negroni	Ivette	Manatee Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	9/7/2022	5/31/2023
Hamilton	Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	9/7/2022	5/31/2023
Jackman	Jeremy	Manatee Elementary School	Tchr, Fifth Grade	Elementary Education K-6	9/7/2022	5/31/2023
Zimmerman	Daniel	Manatee Elementary School	Tchr, Drama, ES	Elementary Education K-6	9/7/2022	5/31/2023
Coberly	Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	9/6/2022	5/31/2023
Henriquez Mendoza	Daniela	Palmetto Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/6/2022	5/31/2023
Bock	Jessie	Gullett Elementary School	Tchr, Kindergarten	Elementary Education K-6	8/31/2022	5/31/2023
Kempp	Cayley	Kinnan Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/31/2022	5/31/2023
Gobbo	Gabriella	Abel Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/30/2022	5/31/2023
Beebe	Patricia	Jain Middle School	Tchr, Science, MS	Exceptional Student Education K-12	8/30/2022	5/31/2023
Pena	Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/29/2022	5/31/2024
Pena	Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/29/2022	5/31/2023
Pena	Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/29/2022	5/31/2023
Ehresmann-Dryer	Gail	Stewart Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	8/19/2022	5/31/2023
Collier	Robert	Lakewood Ranch High School	Tchr, Technology	Engineering and Technology Education	8/18/2022	5/31/2023
Royer	Madison	Palmetto High School	Tchr, Science, HS	Biology 6-12	8/18/2022	5/31/2023
Marchese	LIsa	Buffalo Creek Middle School	Tchr, VE	Exceptional Student Education K-12	8/17/2022	5/31/2023
Kozuch	Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	8/16/2022	5/31/2023
Collins	Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	8/16/2022	5/31/2023
Collins	Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/16/2022	5/31/2023
Dejneka	Ulyana	Braden River High School	Tchr, Art, HS	Art K-12	8/12/2022	5/31/2023
Bartlett	Keary	Witt Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/11/2022	5/31/2023
CARDER	ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	8/8/2022	5/31/2023
Coleman	Brittney	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	6/30/2022	2/7/2023
Dickens	Heather	Bashaw Elementary School	Tchr, Fifth Grade	PreKindergarten/Primary Education PK-3	6/16/2022	9/30/2022
Walton	Ronald	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/22/2022	5/31/2022
Ansbro	Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/18/2022	2/7/2023
Bachman	Annemarie	Myakka Elementary School	Tchr, Art, ES	Exceptional Student Education K-12	2/17/2022	1/31/2023
Darland	Deborah	Southeast High School	Tchr, VE	Elementary Education K-6	2/15/2022	5/31/2022
Franklin	Katrina	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	2/14/2022	11/1/2022
Hebert	Kristy	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	2/3/2022	5/31/2022
Shelby	Hannah	Harvey Elementary School	Tchr, First Grade	Music K-12	1/21/2022	1/10/2023
Garner	Alex	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/21/2022	1/10/2023
Garner	Alex	Palmetto High School	Tchr, Technology	Business Education 6-12	1/21/2022	1/10/2023
Freeman	Brea	Lee Middle School	Tchr, Autism Spectrum Disorder	PreKindergarten/Primary Education PK-3	1/13/2022	1/4/2023
Hodge	Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	1/13/2022	12/13/2022
Hodge	Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	1/13/2022	12/13/2023
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2021	12/13/2022
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2021	12/13/2023
Diss	Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/19/2021	11/29/2022
Shillinglaw	Beth	Williams Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/16/2021	11/1/2022
Snowden	Rachel	Manatee Elementary School	Tchr, First Grade	Elementary Education K-6	11/3/2021	11/15/2022
Murphy	Jack	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/27/2021	10/7/2022
Wilkes	Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/27/2021	10/21/2022
Krell	Samantha	Lakewood Ranch High School	Tchr, Language Arts, HS	Social Science 6-12	10/27/2021	10/21/2022
Suchy	Michael	Manatee High School	Tchr, Physical Educ, HS	Physical Education K-12	10/27/2021	10/12/2022
Phillips	Dianne	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	10/26/2021	8/1/2022
Boyd	Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/21/2021	10/5/2022

Wright	Rebecca	Buffalo Creek Middle School	Tchr, Physical Educ, MS	Physical Education K-12	10/14/2021	9/30/2022
Weingold	Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/8/2021	10/7/2022
Cendan	Alexander	Blackburn Elementary School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	10/7/2021	9/24/2022
Jones	Cary	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/7/2021	10/4/2022
Green	Phillip	Prine Elementary School	Tchr, Third Grade	Elementary Education K-6	10/7/2021	6/30/2024
Shreve	Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	10/6/2021	9/13/2022
Boardman	Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021	9/27/2021
Huffman	Julia	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	9/27/2021	5/31/2020
Hammer	Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	9/24/2021	1/10/2022
Schonberger	Gina	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/24/2021	5/31/2022
Baity	Reggie	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/22/2021	5/31/2022
Campos	Brittnee	Palm View K-8 School	Tchr, Fourth Grade	Elementary Education K-6	9/15/2021	5/31/2023
Dorman	Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2021	9/15/2022
John	Melissa	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	9/15/2021	5/31/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/12/2021	5/31/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/12/2021	5/31/2023
Webb	James	Palmetto High School	Tchr, Social Studies, HS	Social Science 6-12	9/12/2021	5/31/2022
Wright	Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	9/10/2021	5/31/2022
Torchia	Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	9/10/2021	5/31/2022
Torchia	Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	9/10/2021	5/31/2023
McGarry	Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	9/8/2021	5/31/2023
Morris	Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	9/3/2021	6/30/2022
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/1/2021	5/31/2023
Keiper	Keala	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	8/21/2021	5/31/2022
Keiper	Keala	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	8/21/2021	5/31/2022
McDaniel	Lauren	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	8/21/2021	5/31/2022
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/20/2021	5/31/2022
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/20/2021	5/31/2023
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/20/2021	5/31/2024
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/18/2021	5/31/2023
Dowling	Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	8/17/2021	5/31/2022
Luther	Latece	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/13/2021	5/31/2022
Artis	Heather	Abel Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	7/30/2021	5/31/2022
Calcorzi	Angel	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	7/30/2021	5/31/2022
Human	Laura	Miller Elementary School	Tchr, Art, ES	Art K-12	3/29/2021	5/31/2021
Corbran	Caitlyn	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	3/10/2021	5/31/2021
Storm	Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	3/6/2021	2/12/2022
Kennedy	Ryan	Parrish Community High School	Tchr, VE	English 6-12	3/6/2021	2/12/2022
Westendorf	Michelle	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	2/6/2021	1/11/2022
Emerick	Hannah	Sugg Middle School	Tchr, Language Arts, MS	English 6-12	2/3/2021	1/12/2022
Neathery	Michele	Bayshore High School	Tchr, Reading, HS	English 6-12	1/21/2021	5/31/2021
Childers	Kelly	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2021	1/21/2022
Routhier	Charles	Bayshore High School	Tchr, Business Technology	Business Education 6-12	1/21/2021	5/31/2021
Hammer	Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2021	1/10/2022
Guerrero	Eduardo	Sugg Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	1/5/2021	12/10/2021
Storey	Peggy	Tillman Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	12/17/2020	11/24/2021
Russell	Jessica	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/4/2020	10/30/2021
Siegel	Kristin	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	11/4/2020	10/19/2021
Brydson	Raynard	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	11/2/2020	5/31/2021
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/28/2020	10/20/2021
Miller	Akilla	Manatee High School	Tchr, Science, HS	Biology 6-12	10/27/2020	10/8/2021
Motlow-Newhall	Melanie	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/26/2020	10/8/2021
Wallace	Wayne	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/26/2020	10/8/2021
Butcher	John	Sugg Middle School	Tchr, ESOL Resource	Middle Grades English 5-9	10/26/2020	10/8/2021
DiSante	Sommer	Sugg Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	10/26/2020	10/8/2021
Campbell	Emily	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	10/22/2020	9/22/2021
Searls	Darvin	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	10/20/2020	10/8/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/8/2020	10/5/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/8/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	10/7/2020	10/5/2021
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	10/7/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	10/7/2020	10/5/2023
Uhlinger	Chad	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/29/2020	9/23/2021

Crowe	Maribel	Horizons Academy	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/26/2020	5/31/2021
Klaput	Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/17/2020	5/31/2021
Molchany	Megan	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	9/17/2020	5/31/2021
Muntz	Steve	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/14/2020	5/31/2022
Zachary	Cassidy	Freedom Elementary School	Tchr, VE	Exceptional Student Education K-12	9/13/2020	5/31/2020
Smith	Samantha	Horizons Academy	Tchr, Reading, HS	Exceptional Student Education K-12	9/13/2020	5/31/2021
Soudijn	Cheryl	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	9/13/2020	5/31/2021
Swinkels	Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	9/13/2020	5/31/2021
Cobb	Sylvia	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020	9/10/2021
Schmoll	Stacy	Samoset Elementary School	Tchr, Pre-K Handicapped	Educational Media Specialist PK-12	9/4/2020	5/31/2021
Aguado	Sarah	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	8/28/2020	5/31/2021
Matyasi	Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	8/27/2020	10/2/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 1	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 2	8/27/2020	5/31/2022
Reeves	Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	8/18/2020	5/31/2021
Sutton	Sierra	Palmetto Elementary School	Tchr, Fourth Grade	Exceptional Student Education K-12	8/10/2020	5/31/2021
Martinez	Stephanie	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/7/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	8/6/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	8/6/2020	5/31/2022
Mullins	Robert	Palm View K-8 School	Tchr, Technology	Engineering and Technology Education	8/4/2020	5/31/2021
Gibson	Joseph	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	8/3/2020	5/31/2021
Carpenter	Ashley	Harvey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	8/3/2020	5/31/2021
Galati	Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/3/2020	5/31/2021
Henry	Louis	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	8/3/2020	1/3/2021
Rosario	Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/3/2020	5/31/2021
Galiardo	Stacey	Palmetto Elementary School	Tchr, Combination, ES Grds	Exceptional Student Education K-12	7/31/2020	5/31/2021
Ngo	Jacqueline	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	7/30/2020	5/31/2021
Bomar	Brittani	Kinnan Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	7/28/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	7/23/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	7/23/2020	5/31/2022
Vonseggern	Byron	Haile Middle School	Tchr, Science, MS	Exceptional Student Education K-12	7/21/2020	5/31/2021
Bracciano	Kathryn	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	7/20/2020	5/31/2021
Keats	Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	7/19/2020	5/31/2021
Vasquez	Andrea	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Mathematics 5-9	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	6/9/2020	5/31/2022
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Social Science 5-9	6/9/2020	5/31/2023
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades English 5-9	5/12/2020	6/10/2020
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/11/2020	2/28/2023
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	3/11/2020	2/28/2021
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	3/11/2020	2/28/2022
Goodyear	Calaina	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	3/5/2020	5/31/2020
Highley	Tamara	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	1/30/2020	2/7/2021
Van Zandt	Mary	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/21/2020	1/6/2021
Strom	Cary	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	English 6-12	1/8/2020	10/7/2019
Bishop	Meghan	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	1/8/2020	10/7/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	12/12/2019	5/31/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	12/12/2019	5/31/2021
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	12/12/2019	5/31/2022
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2019	12/2/2020
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2019	12/2/2021
Munive	Daniel	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	11/12/2019	5/31/2021
Blank	Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/29/2019	10/31/2020
Mercado	Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	10/23/2019	7/13/2018
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2019	10/16/2021
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2019	10/16/2022
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Physical Education K-12	10/16/2019	10/16/2020
Ortiz	Joan	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/16/2019	10/21/2021
Corbett	Brooke	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/16/2019	10/11/2021
Mezzina	Sabrina	King Middle School	Tchr, VE	Elementary Education K-6	10/10/2019	10/1/2021
Benjoud	Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	10/9/2019	5/31/2022
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/4/2019	10/12/2019
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	8/30/2019	5/1/2020
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	8/30/2019	5/1/2021
Rogers	Kharma	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	8/9/2019	5/31/2022

Bennett	Robert	Bayshore High School	Tchr, VE	Elementary Education K-6	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	8/9/2019	5/31/2022
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 1	8/9/2019	5/31/2020
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 2	8/9/2019	5/31/2021
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 3	8/9/2019	5/31/2022
Hincapie-Lopez	Diana	Abel Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	8/6/2019	5/31/2021
Mainer	Angela	Buffalo Creek Middle School	Tchr, Business Technology	Elementary Education K-6	8/2/2019	5/1/2020
Byrne	James	Bayshore High School	Tchr, Science, HS	Physics 6-12	8/1/2019	12/18/2020
Bigler	Cynthia	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/1/2019	5/31/2019
Balsai	Gina	Samoset Elementary School	Tchr, First Grade	PreKindergarten Disabilities Endorsement	8/1/2019	5/30/2020
Ramirez	Maria	Palma Sola Elementary School	Tchr, VE/SC	Elementary Education K-6	7/15/2019	5/31/2021
Patalano	Hailey	Parrish Community High School	Tchr, Art, HS	Drama 6-12	7/1/2019	5/31/2021
Williams	Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	3/8/2019	9/5/2018
Henderson	Deanna	Jain Middle School	Tchr, Science, MS	Social Science 6-12	3/8/2019	9/5/2018
Teitelbaum	Brandon	Lakewood Ranch Prep Acad K-12	Tchr, Exceptional Student Educ	Elementary Education K-6	3/8/2019	1/30/2019
Yueng-Nieves	Kathryn	Freedom Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	3/1/2019	10/5/2019
Martin	Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/1/2019	3/5/2020
Trefil	Elsa	Williams Elementary School	Tchr, VE	Elementary Education K-6	3/1/2019	10/12/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Earth-Space Science 6-12	2/28/2019	10/4/2022
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	English 6-12	2/28/2019	10/4/2021
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Health K-12	2/28/2019	10/4/2023
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	2/28/2019	10/4/2021
Dehetre	Kimberly	Braden River High School	Tchr, Science, HS	Earth-Space Science 6-12	2/28/2019	2/1/2020
Thill	Katherine	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/28/2019	3/2/2019
King	Christopher	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2019	10/3/2019
Garrity	Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	2/28/2019	10/15/2019
Durocher	Christy	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/28/2019	2/14/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Biology 6-12	2/28/2019	3/4/2021
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/28/2019	3/4/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Mathematics 6-12	2/28/2019	3/4/2022
Maddox	Annette	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/28/2019	2/6/2006
Dillahay	Olivia	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	2/28/2019	3/1/2020
Alberry	Erika	Rogers Garden-Bullock ES	Tchr, VE/SC	Elementary Education K-6	1/23/2019	11/9/2019
Wines	Marcia	Southeast High School	Tchr, Language Arts, HS	English 6-12	1/10/2019	12/12/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2018	11/5/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	11/5/2018	11/5/2020
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2018	11/5/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2018	11/5/2020
Woughter	Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2018	10/19/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	10/17/2018	5/31/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	10/17/2018	5/31/2020
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	10/17/2018	5/31/2021
Koehlinger	Melissa	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/17/2018	10/3/2020
Turi	Amanda	Palm View K-8 School	Tchr, VE	Elementary Education K-6	10/17/2018	10/3/2019
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	10/17/2018	3/20/2019
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/17/2018	10/3/2021
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/17/2018	10/23/2020
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/17/2018	10/3/2022
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/17/2018	10/3/2020
Deppen	Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	10/4/2018	5/31/2019
Cummings	Stacy	Palm View K-8 School	Tchr, VE	Exceptional Student Education K-12	9/19/2018	5/1/2019
Fearon	Victoria	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	9/5/2018	5/31/2019
Silva	John	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/31/2018	5/31/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Social Science 6-12	8/27/2018	5/31/2019
Rivers	Santiego	Lincoln Memorial Middle School	Tchr, Dropout Prevention, MS	Exceptional Student Education K-12	8/27/2018	5/31/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/20/2018	8/1/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	8/20/2018	5/30/2020
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	8/20/2018	5/30/2021
Cobb	Jennifer	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	8/20/2018	5/30/2019
Frech	Aaron	Sugg Middle School	Tchr, Social Studies, MS	Elementary Education K-6	8/14/2018	6/30/2018
Greene	Nailah	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	8/10/2018	5/31/2019
Davies	Jenna	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	8/10/2018	5/31/2019
Tate	Kiara	Southeast High School	Tchr, Other Classroom	English 6-12	8/10/2018	5/31/2019
Timmons	Brett	Southeast High School	Tchr, Other Classroom	English 6-12	6/23/2018	9/18/2020
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	6/23/2018	9/18/2018
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Social Science 6-12	6/23/2018	9/18/2019

OOF ESOL 11.8.2022 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Howard	Joshua	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	10/7/2022	8/1/2024
Carper	Sydni	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	10/7/2022	8/1/2024
Jeffcoat	Sarah	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/4/2022	8/1/2024
Blalock	Michael	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	10/4/2022	8/1/2024
Crowe	Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	9/22/2022	8/1/2024
Lopez-Pacheco	Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Riley	Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2022	8/1/2024
Hammond	Sarah	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Gilbank	Kristen	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	9/19/2022	8/1/2024
King	Jennifer	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 3	9/18/2022	8/1/2024
Nelson	Jacquelyn	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Jacox	Brianna	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Pugh	Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Wolfe	Jaisa	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Summers	Megan	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Case	Denise	Braden River Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	9/18/2022	8/1/2024
Moore	Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	9/18/2022	8/1/2024
Palkovich	Emily	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Blanco	Elizabeth	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Lashway	Brianna	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Charbonneau	Kimberly	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Guyre	Brendan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Wylie	Frances	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Boender	Jill	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Durham	Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Marello	Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/14/2022	8/1/2024
Kanz	Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Nettles	Aaron	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Fields	Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Spencer	Melissa	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Ruch	Jacquelyn	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2022	8/1/2024
Furman	Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	9/7/2022	8/1/2024
Danko	Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/6/2022	8/1/2024
Prucnell	Jennifer	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/6/2022	8/1/2024
McNary	Amanda	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2022	8/1/2024
Shenning	DeeAnah	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/1/2022	8/1/2024
McClintock	Lyndsie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/31/2022	8/1/2024
Wade	Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Smith	Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Klecka	Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Van Horn	Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Boyle	Lauren	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Lenard	Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/18/2022	8/1/2021
Bertelson	Krista	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/11/2022	8/1/2024
Bellew	Vanessa	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/11/2022	8/1/2024
Cobb	Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/8/2022	8/1/2024
Dolan	Savanah	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/8/2022	8/1/2024
Deligiannis	Maria	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022	8/1/2024
Earl	Lauren	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/3/2022	8/1/2020
Howard	Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/22/2022	8/1/2024
Li	Stephanie	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2022	1/24/2024
Guzman Colon	Wenik	Lee Middle School	Tchr, World Language, MS	ESOL End. Class 1	1/25/2022	8/1/2022
Steiner-Woods	Michelle	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/21/2022	1/24/2024
Smith	Gracyn	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Walters	Molli	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/19/2022	1/9/2024
Brown	Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/23/2024
Wyatt	Sarah	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/9/2024
Bernal	Laura	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	1/13/2022	8/1/2023
Tinl	Maleah	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/13/2022	1/10/2024
George	Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	1/10/2022	8/1/2023
Townsend	Emily	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	1/9/2022	2/20/2020
Holgado Castro	Sandra	Johnson K-8 Sch of Int Studies	Tchr, ESOL Resource	ESOL End. Class 4	1/4/2022	1/4/2022
Sartori Amsberry	Phoebe	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	12/15/2021	8/1/2021

Clark	Megan	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/15/2021	8/5/2019
Graham	Trisha	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 4	12/8/2021	5/31/2020
Thornton	Joshua	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	12/8/2021	10/27/2020
Adams	Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/6/2021	8/1/2023
Kilguss	Sarah	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	12/2/2021	8/1/2023
Myers	William	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 5	11/27/2021	8/19/2017
Williams	Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	11/17/2021	8/1/2023
Peace	Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	11/9/2021	8/1/2023
Kammou	Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/3/2021	8/1/2023
Moreno-Hernandez	Diana	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	10/27/2021	8/1/2023
Vanderford	Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	10/21/2021	8/1/2023
Flesche	Kathryn	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/21/2021	8/1/2023
Light	Michelle	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	10/19/2021	8/1/2023
Olsen	Kaitlynn	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/18/2021	8/1/2023
Chanelo Rodriguez	Edith	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/15/2021	8/1/2023
Arsalai	Sadaf	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/15/2021	8/1/2023
Collado	Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/7/2021	10/4/2023
Nonova	Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/7/2021	10/4/2023
Walter	Tess	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/6/2021	10/4/2023
Weems	Kristen	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/28/2021	8/1/2022
Melby	Caroline	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/28/2021	8/1/2023
Griffon	Joy	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/27/2021	8/1/2022
Akers	Jennifer	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/21/2021	8/1/2023
Kozlowski	Eric	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	9/20/2021	8/1/2023
Darnell	Amanda	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Messer	Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Williams	Jarrett	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Scirrotto	Ronda	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Van Dyke	Carolyn	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	9/12/2021	8/1/2023
Jordan	Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/12/2021	8/1/2023
Warren	David	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Botros	Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Tollers	Stephanie	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Martinetti	Megan	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Radaszewski	Anthony	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Byrne	Adrianna	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2021	8/1/2023
Hyde	Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	9/10/2021	8/1/2023
Anioce	Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/9/2021	8/1/2023
Kerchner	Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2021	8/1/2023
Meyer	Mary	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/7/2021	8/1/2023
Callahan	Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/3/2021	8/1/2023
Chrisman	LeAnn	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/2/2021	8/1/2023
LaBrake	Makenzie	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Romain	Kenicka	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Clark	Shawna	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Feliciano	Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/29/2021	8/1/2023
Bono	Noelle	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/27/2021	8/1/2023
Cullen	Alexis	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Farrell	Sarah	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Riffle	Jennifer	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Madigan	Patrick	Johnson K-8 Sch of Int Studies	Tchr, Language Arts, MS	ESOL End. Class 1	8/23/2021	8/1/2023
Montijo	Jennifer	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/23/2021	8/1/2023
Mazelin	Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Milazzo	Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/21/2021	8/1/2023
Kolomiychenko	Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/21/2021	8/1/2023
Sawyer	Teri	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Kenneth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Baialardo	Sonny	Stewart Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Fidura	Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/19/2021	8/1/2023
Nobile	Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Mynatt	Jessica	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/18/2021	8/1/2023
Tobias	Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/17/2021	8/1/2023
Tympanick	Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Kincaid	Natalie	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023

Cole	Emily	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Crowley	Alicia	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Beck	Karen	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/12/2021	8/1/2023
Alvarez	Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/2/2021	8/1/2023
Assha	Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	3/11/2021	8/1/2012
Douglas	Kelli	Palmetto High School	Tchr, Mathematics, HS	ESOL End. Class 1	3/10/2021	8/1/2012
Delgado Vazquez	Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	3/9/2021	8/1/2015
Anderson	Hunter	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/9/2021	8/1/2012
Barber	Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/9/2021	8/1/2023
Nelson	Stacie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/8/2021	8/1/2017
Gimmi	Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	3/6/2021	8/1/2022
Murphy	Trista	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Murphy	Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Lund	Ashley	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2021	8/1/2021
Williams	Bradley	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	3/2/2021	8/1/2021
Jaimes	Maria	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/1/2021	8/1/2021
Eidson	Kaehla	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/24/2021	8/1/2021
Smith	Christina	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	1/21/2021	8/1/2022
Walker	Michael	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/19/2021	8/1/2021
Daspit	Katie	Samoset Elementary School	Tchr, Other Classroom	ESOL End. Class 1	12/17/2020	8/1/2022
Childress	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	11/17/2020	8/1/2022
Ramon	Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/2/2020	11/2/2022
Sasso	Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/29/2020	8/1/2022
Anderson	Jessica	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	10/27/2020	8/1/2022
Bryant	Andre	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	10/23/2020	8/1/2022
Kleer	Jenny	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/19/2020	8/1/2022
Garber	Valerie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Deans	Sara	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Fairley	Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/29/2020	8/1/2022
Angstadt	Sandy	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Tackett	Laura	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Coetzee	Nicolette	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	9/18/2020	8/1/2022
Gallien	Sabrina	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/14/2020	8/1/2022
Walter	Maddison	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/13/2020	8/1/2022
Barz	Katherine	Ballard Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	9/4/2020	8/1/2022
Thomas	Tanya	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/30/2020	8/1/2021
Perry	Sarah	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/20/2020	8/1/2023
Vicens	Sarah	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/19/2020	8/1/2022
Abend	Tristan	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/17/2020	8/1/2022
Gomes	Lisa	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/17/2020	8/1/2022
Campbell	Patricia	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/13/2020	8/1/2022
Highers	Jamie	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Jimenez	Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Wetherington	Joy	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Collins	Jessica	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/6/2020	8/1/2022
Morales-Correa	Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/3/2020	8/1/2022
Vines	Janet	Palm View K-8 School	Tchr, Fifth Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Collins	Asia	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Richardson	Madison	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/31/2020	8/1/2022
Thompson	Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	7/31/2020	8/1/2022
Austin	Taylor	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/28/2020	8/1/2022
Lavigne	Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Lubbers	Jess	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2020	8/1/2022
Page	Anita	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Walker	Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	7/21/2020	8/1/2022
Lockhart	Megan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/19/2020	8/1/2022
Kelly	Debra	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/19/2020	8/1/2022
De Jesus	Ninotchka	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	6/29/2020	8/1/2019
Steiner	Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/4/2020	8/1/2021
Perez Valdez	Ruth	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	5/17/2020	8/1/2019
Lima	Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/10/2020	8/1/2017
Brooks	Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	2/6/2020	8/1/2021
DePatie	Alison	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/28/2020	8/1/2021
Heasley	Cherie	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/22/2020	8/1/2021
Haushalter	Dawn	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	1/21/2020	8/1/2021

Addair	Caressa	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	1/15/2020	8/1/2021
Hubbard	Brett	Palma Sola Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	1/15/2020	8/1/2021
Moore	Peggy	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/8/2020	8/1/2020
Riccio	Christine	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	11/12/2019	8/1/2021
Bickford	Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	10/30/2019	8/1/2021
Winsor	Sara	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/11/2019	8/1/2021
Gould	Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2019	8/1/2021
Post	Kristy	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	9/9/2019	8/1/2020
Baxter	Maurice	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	9/6/2019	8/1/2012
Pawlik	Lauren	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Gibson	Dana	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/29/2019	8/1/2018
Schabel	Kaytlynn	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Mitchell	Raven	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/23/2019	8/1/2021
Rodgers	Laura	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Thomas	Katrina	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Fallgren	Regina	Tara Elementary School	Tchr, Gifted	ESOL End. Class 1	8/13/2019	8/1/2020
Dominguez	Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/12/2019	8/1/2021
Bagley	Katie	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/12/2019	8/1/2021
McCray	Juliette	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/7/2019	8/1/2021
Cardozo	Chelsea	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Hardin	Kerri	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/5/2019	8/1/2021
Schroeder	Claire	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Cartwright	Elizabeth	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/5/2019	8/1/2021
Vogt	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/25/2019	8/1/2021
Boswell	Courtney	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/24/2019	8/1/2017
Baker	Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Alvarado	Olga	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/22/2019	8/1/2021
Best	Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Werneke	Teresa	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Lentzke	Rose	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	7/18/2019	8/1/2021
Barringer	Jeanne	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Murphy	Bonnie	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/17/2019	8/1/2022
Haacke	Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	7/17/2019	8/1/2021
Navarra	Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/16/2019	8/1/2021
Slattery	Jennifer	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/16/2019	8/1/2021
Wilson	Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/15/2019	8/1/2021
Stollar	Megan	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Schultes	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Ferreira	Rebecca	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2020
Ortega	Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Davidson	Spirit	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/11/2019	8/1/2021
Lehman	Tracie	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	7/10/2019	8/1/2021
Ralston	Tammy	Braden River High School	Tchr, VE	ESOL End. Class 1	7/2/2019	1/20/2006
Browning	Brenda	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/2/2019	8/1/2018
Babakarkhil	Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Kingsley	Dana	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	7/1/2019	8/1/2021
Nez	Rachel	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	7/1/2019	8/1/2021
Miller	Cory	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/28/2019	6/1/2015
Carroll	Laura	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	6/28/2019	1/1/2017
Kanai	Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	6/28/2019	7/1/2010
Krakowski	Michelle	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	6/28/2019	8/1/2021
Galletta	Kimberly	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	4/24/2020
D'Urso	Maureen	Palmetto High School	Tchr, VE	ESOL End. Class 1	6/27/2019	4/19/2011
Seiler	Tracy	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	5/17/2021
Cannon	Angela	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/27/2019	8/1/2017
Lyons	Kathleen	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	6/26/2019	7/1/2012
Gomez Ojeda	Arelys	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/25/2019	8/1/2021
Lane	Barbara	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	6/24/2019	8/1/2021
Harshaw	Samantha	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/24/2019	8/1/2021
Ajani-Smith	Leonilla	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	6/21/2019	8/1/2015
Chabak	Donna	Bashaw Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2018
Ramos Chesnik	Claudia	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Gleason	Katie	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	6/21/2019	12/14/2015
Bixler	Kathleen	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Candelora Baker	Nicole	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	7/1/2020

Dawson	Dianne	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	6/20/2019	8/1/2021
Rulhe	Heather	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2018
Avila- Mangual	Adrianne	Lee Middle School	Tchr, Resource	ESOL End. Class 1	6/19/2019	8/1/2016
Coston	William	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/19/2019	8/1/2019
Morris	Amy	Miller Elementary School	Tchr, VE	ESOL End. Class 1	6/19/2019	10/25/2007
Neri	Anna	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	6/19/2019	8/1/2017
Holmes	Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	6/19/2019	8/1/2016
Wagstaff	Michele	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Mason	Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2014
Frederick	Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/18/2019	8/1/2021
Holbrook	Colleen	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	7/1/2013
Boyd	Malinda	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	8/1/2019
McCarron	Aurora	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/14/2019	8/1/2020
Russin	Laura	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 1	6/13/2019	8/21/1997
Givens	Phyllis	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	6/13/2019	8/1/2019
Garcia	Frances	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Scott-Atbashian	Larissa	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2017
Clark	Julie	Blackburn Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/12/2019	8/1/2018
Rambo	Christopher	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2014
Wardell	Amy	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/12/2019	12/3/2002
Rueping	Melissa	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Devriendt	Erin	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Overby	Molly	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	6/18/1998
Rumbaugh	Meghan	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Shea	Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/12/2019	8/1/2019
Urban	Tiffany	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Baker	Sarah	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2015
Noll	Adrienne	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/11/2019	8/1/2018
Peterson	Lisa	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/11/2019	8/1/2020
Kudelko	David	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2016
Hubley	Jennifer	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Frisbie	Jason	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/11/2019	8/1/2018
Collett	Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Lynch	Sarah	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/10/2019	4/26/2006
Wright	Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/10/2019	8/1/2017
Anderson	Megan	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/10/2019	8/1/2019
Boone	Jennie	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	6/10/2019	8/1/2021
Phillips	Kristen	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2010
Waldrop	Stephanie	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	7/1/2015
Sirota	Leigh	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/7/2019	8/1/2018
Smith	Jennifer	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2018
Cline	Ka	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	6/7/2019	8/1/2017
Severo	Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2020
Mueller	Megan	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2017
Nickerson	Susan	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/7/2019	2/11/2012
Miller	Melanie	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2019
Keenan	Cara	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	6/5/2019	7/1/2013
Peters	Tina	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Ingham	Gwyneth	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/5/2019	7/1/2014
Gulbrandsen	Angela	McNeal Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/5/2019	8/1/2019
Camarda	Heather	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	6/4/2019	8/1/2018
Jandula	Sommer	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Merrill	Kendra	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2019
Comegno	Iris	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/3/2019	8/1/2018
Cochran	Elizabeth	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Williams	Hannah	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/3/2019	8/1/2017
Balatoni	Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Padilla	Marisol	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Ventling	Olivia	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Nunemaker	Jessica	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Walker	Angela	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/24/2019	8/1/2021
Moeller	Renee	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Luck	Michelle	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	5/22/2019	8/1/2019
Graczyk	Alycia	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Hayes	Ellie	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	5/22/2019	4/20/2009

Mcclone	Jillian	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/17/2019	5/8/2016
Anderson	Heather	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/17/2019	6/12/2014
Kelly	Ann	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	8/1/2018
Winston	Lora	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	5/15/2019	8/4/2017
Lovewell	Chad	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	6/7/2012
Phillips	Erika	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/15/2019	5/30/2004
Hinton	Renee	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/14/2019	6/24/2005
Baker	Pamela	King Middle School	Tchr, Gifted	ESOL End. Class 1	5/14/2019	3/13/2016
Palmiere	Kelly	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	5/2/2003
Bowers	Ann	Braden River Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	8/1/2012
Fluellen-Reitwiesner	Regina	Jain Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	12/5/2016
Perkins	Sonja	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/13/2019	5/23/1998
Grant	Jennifer	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/13/2019	12/14/2015
Hustedt	Linda	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	8/1/2019
Dacosta	Maria	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	5/13/2019	12/6/2000
Mckenzie	Stephanie	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	5/9/2019	8/1/2019
Tillett	Julie	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	5/9/2019	6/1/2001
Norman-Webb	Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	5/9/2019	1/19/2011
Melo Espinosa	Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	5/9/2019	8/1/2019
Odell	Keltie	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	5/8/2019	8/1/2007
Babroski	Angela	Manatee High School	Tchr, Dance, HS	ESOL End. Class 1	5/8/2019	8/1/2009
Gilbert	William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2018
Lamar	Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Boggs	Olivia	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Barquero Diaz	Lillian	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	5/7/2019	2/20/2013
Hart	Vera	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2016
Dain	Allison	Braden River High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	5/27/2014
Aadson	Tatyana	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	5/7/2019	8/1/2007
Paternostro	Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	5/7/2019	8/1/2019
Small	Tyler	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Cummins	Anthony	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Bizek	Sara	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Saavedra	Amy	Moody Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	3/13/2019	8/1/2021
Cromartie-Pindell	Doris	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/28/2019	8/1/2019
Gardini	Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2019	8/1/2020
Stevens	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2017
Jones	Kimberly	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2019
Jackson	Brandi	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	12/19/2018	8/1/2021
Harvin-Peterson	Susan	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	12/14/2018	8/1/2018
Springer	Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/12/2018	8/1/2020
Clark	William	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	11/13/2018	8/1/2020
Torregrosa	Chelsea	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	11/7/2018	8/1/2020
Cruz De Diego	Maria	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/31/2018	8/1/2020
Chalmers	Wendi	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/22/2018	8/1/2019
Pope	Misty	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/11/2018	8/1/2015
Santiago	Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	10/10/2018	8/1/2020
Ruiz	Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2018	8/1/2020
Schmitz	Lucas	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Tschiember	Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Barnhard	Amy	Freedom Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	9/20/2018	8/1/2020
Wikstrom	Kristin	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/20/2018	8/1/2020
Pena	Olga	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2018	8/1/2017
Denny	Rachel	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2018	8/1/2020
Roche	Rita	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/7/2018	8/1/2020
Tucker	Janele	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
VanSkiver	Wendy	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Brondyke	Sarah	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	ESOL End. Class 1	9/5/2018	8/1/2020
Winfield	Meigan	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/5/2018	8/1/2020
Walker	Tasha	Mills Elementary School	Tchr, VE/SC	ESOL End. Class 5	9/5/2018	8/1/2022
Stanford	Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Watts	Ali	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Zinzi	Nathan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Reed	Melissa	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/4/2018	8/1/2020
Peters	David	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/31/2018	8/1/2020

Saldivar	Kristin	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Sneed	Nicole	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Salem Tomaselli	Sarah Elizabeth	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/31/2018	8/1/2020
Bernhardt	Michelle	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/30/2018	8/1/2020
Sandberg	Sarah	Manatee High School	Tchr, VE	ESOL End. Class 1	8/29/2018	8/1/2020
Bean	Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/27/2018	8/1/2020
Llamas	Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/24/2018	8/1/2020
McGoldrick	Alyssa	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/24/2018	8/1/2020
Brooks	Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/24/2018	8/1/2020
Fontaine	Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/23/2018	8/1/2020
Petrucci	Laura	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Pinckney	Lesley	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Gump	Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2020
Pond	Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Hughes	Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2019
Erby	Lisa	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/21/2018	8/1/2019
Haun	Sarah	Blackburn Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/21/2018	8/1/2020
Hosker	Jeanne	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/21/2018	8/1/2019
Carenza	Kimberly	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2019
BURKHART	BRITTNEY	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Hale	Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Connolly	Karen	Williams Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/14/2018	8/1/2020
Thomas	Sheree	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018	8/1/2018

OOF Reading 11.8.2022 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Rumph	Sylvia	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	10/7/2022	5/31/2023
Goodwin	Emily	Abel Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Reyes	Claudia	Oneco Elementary School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/20/2020	11/1/2021
Shaw	Linda	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Phillips	Ashley	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Miraglia	Ariana	Rogers Garden-Bullock ES	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Humphrey	Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Stoddart	Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Platt	Dawn	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Crowley	Susan	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Bue	Jennifer	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Sheehan	Randi	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Crosby	Lauren	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Babakarkhil	Jessica	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Arms	Monica	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Kerney	Kaitlinn	Prine Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Allen	Brigitte	Rogers Garden-Bullock ES	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bulfin	Cheryl	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bice	Cheryl	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Brack	Elizabeth	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Trivedi	Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Houston	Amanda	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Wilder	Kim	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Burke	Catherine	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Shilling	Michelle	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Cadle	Mryia	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Spence	Lesley	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Pollard	Sharran	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Chapelle	Nequita	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Garcia	Rebecca	Palma Sola Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Rosario	Paula	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Averso	Dylan	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Lagasse	Elizabeth	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Ballenger	Byron	Palmetto Elementary School	Tchr, Physical Educ, ES	Reading Endorsement Class 1	11/18/2020	11/1/2021
Ujvari	Adrienn	Palmetto Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
White	Charlie	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Dominis	Jenny	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Andersen	Leslie	Mills Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Keen	Christine	Myakka Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/17/2020	11/1/2021
Sailer	Laura	Myakka Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Sutherland	Angela	Myakka Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Brendel	Bobbi	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Gruwell	Lorena	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Holt	Jessica	Palma Sola Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Engram	Lisa	Manatee Elementary School	Tchr, Resource	Reading Endorsement Class 1	11/13/2020	11/1/2021
Lardas	Stephan	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Vazquez	Jessica	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Chapman	Kristen	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Laport	Lisa	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Freeman	Stacy	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Hughes	Angela	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Germer	Jeannine	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Dubendorf	Michelle	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Samson	Jodi	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Gregory	Sara	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Swartling	Melinda	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Bertrand	Amanda	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Smith	Elizabeth	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Berninger	Andrea	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
France	Brijet	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Beckner	Tracy	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Compton	Kathryn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2019
Brady	Deborah	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Lindenauer	Lourdes	Miller Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Furman	Jan	Daughtrey Elementary School	Tchr, VE	Reading Endorsement Class 1	11/10/2020	11/1/2021
Sanborn	Kelli	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Watts	Ruth	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021

Galbraith	Jessica	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Wilson	Ariane	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Wilson	Eugena	Freedom Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Engelberger	Kristie	Freedom Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Carson	Ashley	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Rogers	Christina	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Kiker	Kari	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Mcdaniel	Rebecca	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/10/2020	11/1/2021
Holloway	Jackie	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Turner	Rhonda	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Harp	Sarah	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Whitfield	Kelli	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Gyure	Adrienne	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Peterson	Hope	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Enrique	Samantha	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Miller	Ashlee	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Gil	Katherine	Gullett Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Byrne	Karin	Gullett Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Peebles	Elizabeth	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hixson	Yovary	Kinnan Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bishop	Kathleen	Blackburn Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2020
Gray	Donna	Blackburn Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Earnest	Megan	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Bertsch	Alison	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Walker	Amber	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Cappiello	Xiomara	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Kil	Wendy	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Keller	Erika	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Lewis	Jenna	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Rzepa	Michele	Harvey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Wetherson	Mitchell	Bayshore Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/6/2020	11/1/2021
Bednarz	Jewell	Abel Elementary School	Tchr, VE	Reading Endorsement Class 1	11/5/2020	11/1/2019
Kerwin	Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/5/2020	11/1/2021
Murphy	Judy	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Reading Endorsement Class 2	11/5/2020	11/1/2021
Newsome	Gwendolyn	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Leverenz-Pikulski	Debra	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Green	April	Palm View K-8 School	Tchr, Third Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
French	Sharon	Samoset Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Mccoy	Vivian	Braden River Middle School	Tchr, Mathematics, MS	Reading Endorsement Class 1	9/29/2020	9/21/2021
Spisak	Stephen	Buffalo Creek Middle School	Tchr, Social Studies, MS	Reading Endorsement Class 1	7/23/2020	5/31/2021

AGENDA ITEM NO. 9.17

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Revision and Reclassification of Specialist, Financial Aid Job Description

Executive Summary
The revisions of the Specialist, Financial Aid job description include an update of the qualifications, knowledge skills, and abilities, as well as an extensive revision of the performance responsibilities needed for the position. The new pay grade for the upgraded position is 29 on the hourly non-bargaining schedule, two pay grades up from the previous pay grade.

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

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Recommendation
The Superintendent recommends approval of the revision and reclassification of Specialist, Financial Aid job description.

Financial Impact
The hourly rate for the position is from $15.74 to $ 26.28, plus benefits.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
61099 Other Clerical, PPS, STS121 [Specialist, Financial Aid] - Redlined
61099 Other Clerical, PPS, STS121 [Specialist, Financial Aid] - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: FINANCIAL AID SPECIALIST
State Title: Other Clerical Staff, Pupil Personnel Services
JOB DESCRIPTION

JOB GOAL:

The Financial Aid Specialist assists with the administration of the~~provides assistance to students needing~~ financial aid functions ~~to attend vocational programs~~ at Manatee Technical College (MTC) to include the determination and awarding of aid, with a strong focus on verification and Satisfactory Academic Progress (SAP). The~~.~~ Financial Aid Specialist is responsible for monitoring scholarships, grants and adjusting awards due to verification, third-party programs and waivers and ensuring that MTC is meeting the standards set by the Department of Education for the administration of Title IV funding.

This position requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress when confronted with persons acting under stress, imposed by deadlines, peak workload, or public/student contact. Financial Aid~~aid~~ programs include, but are not limited to Pell Grant, Federal Supplemental Educational Opportunity Grant, Federal Student Assistant Grant, Federal Work Study, Veteran's Education Benefits, ~~Program, Veteran Affairs, Workforce Investment Act, Welfare Transition Program, Vocational Rehabilitation, Florida Prepaid, Florida~~ Bright Futures, and a variety of local/national scholarships.

QUALIFICATIONS:

1. High school diploma or approved equivalency diploma.
2. Associate Degree preferred.
3. A minimum of three (3) years' experience in secretarial/clerical work
4. Two years (2) experience in financial aid preferred.
5. Basic knowledge of PeopleSoft/Campus Solutions preferred.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to understand and interpret Federal (Title IV), Veterans' Educational and state regulations for student financial aid and veterans' benefits. Knowledge of applicable regulations, rules, policies, and procedures in determining student awards. The position also requires comprehensive knowledge of one of the financial management system Oracle Peoplesoft/Campus Solutions.

~~Knowledge of AS400 student system, Microsoft Excel, Microsoft Word, Microsoft Access, J.D. Edwards, and Bluebear School Books. Knowledge of general income tax forms and income tax regulations. Demonstrate professional skills and ability to counsel students regarding cost of education and other pertinent financial matters. Demonstrate professional skills and ability to counsel students in areas of academic and quantitative measures to ensure that financial aid students maintain satisfactory progress. Ability to interact with MTC administrators, teachers, support staff, and students for seamless delivery of student financial aid. Knowledge of variety of financial aid programs including: Pell Grant, Federal Supplemental Educational Opportunity Grant, Federal Work Study, Workforce Investment Act, Welfare Transition Program, Veteran Affairs, Vocational Rehabilitation, Florida Prepaid, Florida Bright Futures and a variety of local scholarships. Ability to oversee the Federal Work Study Program including job descriptions, hiring and payroll. Demonstrate ability to supervise work-study students. Ability to attend local, regional, and/or national financial aid conferences several times yearly. Ability to become knowledgeable of the Federal Student Aid Handbook, the Veteran's Handbook for School Certifying Officials, and the Manatee Technical College Financial Aid Policy and Procedure Manual. Evidence of emotional maturity and stability. Demonstrate high personal integrity.~~

REPORTS TO:
Financial Aid Coordinator, Manatee Technical College
Director, Manatee Technical College

SUPERVISES:
Federal Work-study students

PERFORMANCE RESPONSIBILITIES:

~~1.~~ Perform customer service duties via~~Administration~~

~~2. Assists~~ the telephone~~coordinator in reviewing~~ and in person as needed ~~updating the Manatee Technical College Financial Aid Policy~~ and provide ~~Procedure Manual.~~

~~3. Assist the coordinator in developing a suitable billing system using Bluebear School Books.~~

~~4. Assists the coordinator in developing a suitable attendance system as required by the Department of Education for clock hour schools.~~

~~Assist the coordinator to insure the development of record keeping and data retrieval systems essential to effective administration and to the operation of all~~ financial aid information to parents and students~~programs~~.

~~5. Coordinate the Federal Work Study program including job descriptions, hiring and payroll.~~

~~Counseling~~

~~6.~~1. Counsel and assist students in the FAFSA application process ~~for a variety of financial aid programs~~.

~~7. Counsel students regarding their ability to maintaining satisfactory progress.~~

~~8.~~2. Counsel Veteran students regarding the procedures for receiving VA~~their GI Bill~~ Educational benefits~~Benefits while in school~~.

3. Analyze accuracy of data, provided from the completed FAFSA, to determine the extent of financial need and make awards of financial support within the limits set by established policies, rules and regulations; audit and adjust awards on a continuous basis; revies estimates of need as student and/or parents report changes in their financial circumstances.

4. Meets with students whose financial aid service needs require special attention and in-depth knowledge of financial and regulations.

5. Interpret, and inform students of financial aid policies, procedures, and regulations.

6. Review income tax information, INS documents, Social Security Administration documents and other financial materials to determine accuracy of application and eligibility status.

~~General Office Duties~~

~~9. Create and maintain student financial aid files.~~

~~10. Calculate student financial aid awards and explain the financial aid awards to the students.~~

~~11. Verify student financial aid applications are completed correctly.~~

~~12. Assist students in entering the Free Application for Federal Student Aid Application on line.~~

~~13. Assist students in gathering the information needed to complete the FASFA including the federal income tax forms and general knowledge of completing them.~~

~~14.~~7. Complete verification of the Institutional Student Information Record (ISIR) as required by the Department of Education~~when necessary~~.

8. Utilize integrated student information system (Campus Solutions) to award and track financial aid; assign communications to students; run reports and track student Financial Aid information.

9. Accesses NSLDS/COD and other secure federal and state web sites.

~~15.~~10. Run queries tracking Satisfactory Academic Progress (SAP), for disbursing eligibility, and counsel students regarding possible consequences when in jeopardy of not meeting SAP.

~~16.~~11. Maintain confidentiality~~Keep abreast to new federal regulations and policies~~ regarding all student information~~financial aid~~.

12. Respond to inquiries and concerns in a timely manner.

13. Keep Coordinator informed of potential problems or unusual events.

14. Keep abreast of new Federal and State regulations and policies, ensuring all Federal and State laws are upheld in the awarding, and disbursing of student financial aid.

15. Perform a variety of administrative tasks to support the efficient daily operations of the Financial Aid department.

16. Accurately maintain student files and document all issues in Campus Solutions notes.

17. Adaptability to work alone or within a team.

18. Maintain an exceptional ability to organize, prioritize, and multi-task in an extremely dynamic environment. Effective problem-solving skills, and a strong desire to help those who have questions or seek resolutions. Maintain excellent verbal and written communication skills.

19. Participate in the formation of student aid policies, procedures, and operations.

20. Represent the District in a positive and professional manner.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force and/or up to 10 pounds of force as needed to move objects.

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:
07/24/2006
12/13/2016
05/22/2018
TBD

SALARY SCHEDULE: SUPPORT
PAYGRADE: ~~27~~ 29
SHORT TITLE: STS121, ICD118 (Part-Time)
STATE JOB CODE: 61099

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: FINANCIAL AID SPECIALIST
State Title: Other Clerical Staff, Pupil Personnel Services
JOB DESCRIPTION

JOB GOAL:
The Financial Aid Specialist assists with the administration of the financial aid functions at Manatee Technical College (MTC) to include the determination and awarding of aid, with a strong focus on verification and Satisfactory Academic Progress (SAP). The Financial Aid Specialist is responsible for monitoring scholarships, grants and adjusting awards due to verification, third-party programs and waivers and ensuring that MTC is meeting the standards set by the Department of Education for the administration of Title IV funding.

This position requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress when confronted with persons acting under stress, imposed by deadlines, peak workload, or public/student contact. Financial Aid programs include, but are not limited to Pell Grant, Federal Supplemental Educational Opportunity Grant, Federal Student Assistant Grant, Federal Work Study, Veteran's Education Benefits, Bright Futures, and a variety of local/national scholarships.

QUALIFICATIONS:
1. High school diploma or approved equivalency diploma.
2. Associate Degree preferred.
3. A minimum of three (3) years' experience in secretarial/clerical work
4. Two years (2) experience in financial aid preferred.
5. Basic knowledge of PeopleSoft/Campus Solutions preferred.

KNOWLEDGE, SKILLS AND ABILITIES:
Ability to understand and interpret Federal (Title IV), Veterans' Educational and state regulations for student financial aid and veterans' benefits. Knowledge of applicable regulations, rules, policies, and procedures in determining student awards. The position also requires comprehensive knowledge of one of the financial management system Oracle Peoplesoft/Campus Solutions.

REPORTS TO:
Financial Aid Coordinator, Manatee Technical College Director, Manatee Technical College

SUPERVISES:
Federal Work-study students

PERFORMANCE RESPONSIBILITIES:
1. Perform customer service duties via the telephone and in person as needed and provide financial aid information to parents and students.
2. Counsel and assist students in the FAFSA application process.
3. Counsel Veteran students regarding the procedures for receiving VA Educational benefits.
4. Analyze accuracy of data, provided from the completed FAFSA, to determine the extent of financial need and make awards of financial support within the limits set by established policies, rules and regulations; audit and adjust awards on a continuous basis; revies estimates of need as student and/or parents report changes in their financial circumstances.
5. Meets with students whose financial aid service needs require special attention and in-depth knowledge of financial and regulations.
6. Interpret, and inform students of financial aid policies, procedures, and regulations.
7. Review income tax information, INS documents, Social Security Administration documents and other financial materials to determine accuracy of application and eligibility status.
8. Complete verification of the Institutional Student Information Record (ISIR) as required by the Department of Education.
9. Utilize integrated student information system (Campus Solutions) to award and track financial aid; assign communications to students; run reports and track student Financial Aid information.
10. Accesses NSLDS/COD and other secure federal and state web sites.

11. Run queries tracking Satisfactory Academic Progress (SAP), for disbursing eligibility, and counsel students regarding possible consequences when in jeopardy of not meeting SAP.
12. Maintain confidentiality regarding all student information.
13. Respond to inquiries and concerns in a timely manner.
14. Keep Coordinator informed of potential problems or unusual events.
15. Keep abreast of new Federal and State regulations and policies, ensuring all Federal and State laws are upheld in the awarding, and disbursing of student financial aid.
16. Perform a variety of administrative tasks to support the efficient daily operations of the Financial Aid department.
17. Accurately maintain student files and document all issues in Campus Solutions notes.
18. Adaptability to work alone or within a team.
19. Maintain an exceptional ability to organize, prioritize, and multi-task in an extremely dynamic environment. Effective problem-solving skills, and a strong desire to help those who have questions or seek resolutions. Maintain excellent verbal and written communication skills.
20. Participate in the formation of student aid policies, procedures, and operations.
21. Represent the District in a positive and professional manner.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force and/or up to 10 pounds of force as needed to move objects.

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:
07/24/2006
12/13/2016
05/22/2018
TBD

SALARY SCHEDULE: SUPPORT PAYGRADE: 29
SHORT TITLE: STS121, ICD118 (Part-Time)
STATE JOB CODE: 61099

AGENDA ITEM NO. 9.18

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of Matzke Transportation - Building #6 Office Renovations - Phase III - Construction Documents from Fawley Bryant Architecture and the Guaranteed Maximum Price from Creative Contractors Inc., in the Amount of $100,447.25

Executive Summary
The purpose of the requested action is to acknowledge the submittal of Phase III Plans - Construction Documents and to approve the Agreement between Owner and Creative Contractors, Inc., which will establish the Guaranteed Maximum Price (GMP) for the Matzke Building #6 - Transportation Office Renovation and allows the Construction Manager to construct the scope of work which includes, but is not limited to, the conversion of multiple existing office spaces into a consolidated open office work environment to facilitate communication and collaboration between the Customer Service Representatives and the Dispatch team. The reorganization to centralized spaces will allow staff to efficiently address the needs, phone calls, and required communications with the schools, drivers, community, and parents.

The support documentation is available in the Construction Services Department for review.

This project is included in the Educational Plant Survey 5.1.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Matzke Transportation - Building #6 Office Renovations - Phase III - Construction Documents from Fawley Bryant Architecture and the Guaranteed Maximum Price from Creative Contractors Inc., in the Amount of $100,447.25.

Financial Impact
The Guaranteed Maximum Price is $100,447.25 and is included in the total project budget of $165,000.00. This project is funded from the Capital Plan.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Matzke Bldg #6 - Transportation Office Renovation Summary Sheet
AE Letter of Commitment
Matzke Transportation Building #6 Office Renovations CM Contract

Matzke Building #6 - Transportation Office Renovation

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Fawley Bryant Architecture	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Creative Contractors, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	ECS Florida, LLC.	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $165,000.00 (09/20/22) Original Project Budget

HISTORY: The Matzke Complex is approximately 27 acres in size. It consists of 16 permanent buildings and approximately 13 relocatable units. The primary occupants of the complex are Support Services personnel associated with Construction, Maintenance, Transportation and Operations.

SCOPE: Convert three offices (6-118, 6-116, and 6-115) into the Bus Dispatch Office with space for four cubicles. Add a transaction window into the new Bus Dispatch Office for bus drivers to interact with the Dispatchers from the Reception Area 6-100. Add wall and door across north Reception Area 6-100 to control access from Reception Area to north corridor. Add wall and door across east Reception Area 6-100 to control access from Reception Area to east corridor. Combine Material Storage 6-101A and Secretarial Space 6-101 to create one room with space for four cubicles to create the new Customer Service Office, add corridor through office 6-114; reduce size of office 6-114. Add a transaction window into the new Customer Service Office from the Reception Area 6-100. The office renovation will require power, data, and telephone for each workstation. Lighting will require rearrangement or LED replacement in affected areas. A/C will require reconfiguring in affected areas. Additionally, a T&B will be required. Fire alarm and fire sprinklers will require reconfiguration in affected areas. Added corridor doors will require mag locks, card readers, and fire alarm connections. New flooring, wall paint and ceiling tiles in affected areas. Provide all other services to complete the project.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Not required

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 8, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	$16,658.00	February 4, 2022	Not Required	Currently on the District's Continuing Contracts List
Phase III Plans	$0.00	November 8, 2022	Pending	Construction Documents
TOTAL	$16,658.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 8, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	$5,000.00	December 13, 2021	Not Required	Currently on the District's Continuing Contracts List
Agreement:	$101,000.00	November 8, 2022	Pending	Guaranteed Maxiumum Price
TOTAL	$106,000.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 9, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	$6,170.00	February 23, 2022	Not Required	CON #219 Issued for Plans Review, Permitting & Inspections
TOTAL	$6,170.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Asbestos Survey	$1,975.00	March 11, 2022		Currently on the District's Continuing Contracts List
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$1,975.00			

Department of Construction Services
John R. Williams, Project Director
School District of Manatee County
1 Matzke Way
Bradenton, Fl 34208

Mr. Williams,

As requested, we have found the Construction Document Set to be in conformance with the scope as discussed in pre-contractual walk and design meeting held on 01.10.2022. All VE items discussed with Element Construction and the district have been incorporated into the Construction Document set. At this time, it appears the contractor can meet the project Schedule as originally discussed and the project level of quality has been achieved to satisfy the School Districts requirements.

Please reach out with any questions or comments that you may have. We are eager to move forward on this project for you and the School District of Manatee County.

Sincerely,

Steve Padgett, Managing Partner
Fawley Bryant Architecture

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

SBMC CONTRACT NO:	CON#
PROJECT NAME AND LOCATION:	
PROJECT DESCRIPTION AND SCOPE OF WORK:	**DESCRIBE THE SCOPE OF WORK** (hereinafter, the "**Scope of Work**"). **Matzke Transportation Building #6 Office Renovations**. Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is **$165,000.00** and is comprised of the following:

1. Design Services	$ 16,658.00
2. Construction Services	$ 100,447.25
3. Owner Services	$ 47,894.75
4. FF&E and Technology	$
TOTAL PROJECT BUDGET:	$ 165,000.00

ANTICIPATED NOTICE TO PROCEED:	November 8, 2022
SUBSTANTIAL COMPLETION:	TBD
FINAL COMPLETION:	TBD
ARCHITECT/ENGINEER ("**A/E**"):	Fawley Bryant Architecture 5391 Lakewood Ranch Boulevard, Suite 300 Sarasota, Florida 34240 (941) 343-4070 spadgett@fawleybryant.com
CONSTRUCTION MANAGER ("**CM**"):	Creative Contractors, Inc. 101 Creative Way Clearwater, Florida 33759 (727) 461-5522 vmitchell@creativecontractors.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this **8th** day of **November** in the year **2022** by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **Creative Contractors, Inc., 101 Creative Way Clearwater, Florida 33759, Federal Tax ID Number 59-1561132, , General Contractor License Number CGC060364** , for CM to perform all work in connection with the management and construction of **Matzke Transportation Building #6 – Office Renovation** (the "**Work**"), located at **1 Matzke Way, Bradenton, Florida 34208**, said Work being set forth in the plans and specifications prepared by **Fawley Bryant Architecture**, the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

ARTICLE 1
RELATIONSHIP OF PARTIES, EXTENT OF THE AGREEMENT AND DEFINITIONS

1.1 Relationship of Parties

1.1.1 The Construction Team

1.1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together throughout the entire Construction Management at Risk delivery process.

1.1.1.2 The A/E shall provide leadership to the Construction Team on all matters relating to design.

1.1.1.3 The CM shall provide leadership to the Construction Team on all matters relating to construction.

1.1.2 The CM

1.1.2.1 The CM accepts the relationship of trust and confidence established by this Agreement. CM agrees to cooperate with A/E; to utilize CM's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner.

1.1.2.2 CM acknowledges that: (1) it has represented to Owner that it has specific expertise in the planning, management and construction of school facilities, and (2) that such representation is a material inducement to Owner to enter into the Agreement.

1.1.2.3 CM shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Agreement shall create an employment or agent relationship between the parties.

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction

over it and over the Work and the Project and that it is familiar with the local and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

1.1.2.5 Notwithstanding anything to the contrary in the Contract Documents, CM is fully responsible to Owner for all duties of CM under the Contract Documents, including the construction means, methods, techniques, sequences and procedures in performing the Work, for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement despite CM's delegation of the responsibility therefor to any of its subcontractors.

1.1.2.6 In no event shall Owner be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

1.2 Extent of Agreement

1.2.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews, and, together with them, comprises the full and entire agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements.

1.2.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the CM unless in writing and executed by the Owner and CM.

1.2.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.2.4 The Owner and CM acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.2.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.2.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of the CM's representations, indemnifications, warranties, and guarantees made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of CM's Work or termination or completion of the Agreement or termination of the Work of CM.

1.2.7 This Agreement shall not be recorded.

1.2.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.3 Definitions

1.3.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.3.2 "**Project Director**" means the person designated by the Owner's Director of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work.

1.3.3 "**Subcontractor**" means any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the CM. The CM shall be solely responsible for and have control over the Subcontractors. CM shall negotiate all Change Orders and Request for Proposals with all affected Subcontractors and shall review the costs of those proposals and advise Owner and A/E of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order or Amendment from Owner.

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$100,447.25**, including the CM Fee and Cost of Work as further identified below:

Construction Costs	$	61,143.25
General Conditions	$	27,422.00
Overhead and Profit (CM Fee)	$	8,896.00
Preconstruction	$	0.00
Unforeseen Conditions	$	1,834.00
Bond	$	1,152.00
TOTAL	$	100,447.25

1.3.5 "**Contract Amount**" shall mean the following amounts that Owner agrees to pay, or cause to be paid, to the CM for the full and faithful performance by CM of the covenants set forth in this Agreement in accordance with the terms of the Agreement:

1.3.5.1 Preconstruction Phase Services

(a) For all Preconstruction Phase Services provided in Stages I – III, as defined herein, CM shall receive the amount identified in Section 6.3.1.11 below ("**Preconstruction Costs**").

(b) The Preconstruction Costs will be invoiced monthly by CM in accordance with Section 6.3.1.11 below.

1.3.5.2 Construction Phase Services

(a) With respect to the Construction Phase Services to be provided by CM in Stage IV, as herein defined, Owner shall reimburse CM for the Cost of Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee of $**8,896.00** based on the Cost of Work, excluding stored materials, Reimbursable Costs, retainage, and costs for insurance and bonds, established at the time the GMP is set by the parties (the "**CM Fee**"). The CM Fee shall be the CM's total compensation for all overhead not reimbursable as the Cost of Work, as defined herein, as well as the CM's total profit for Construction Phase Services.

1.3.6 "**Contract Documents**" consist of this Agreement, the Exhibits described herein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's GMP Proposal, the Contract Documents will also include the GMP Amendment.

1.3.6.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments and Change Orders with those of a later date having precedence over those of an earlier date;

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

1.3.7 "**Substantial Completion**" means that: (1) the Project is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.3.8 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated in **Exhibit C** have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.3.9 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the Construction Work through the date required for Substantial Completion and Final Completion of the Work.

1.3.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project.

ARTICLE 2
CM SERVICES

2.1 The CM agrees to provide construction management services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement. The modified Construction Management at Risk delivery process includes:

2.1.1 Stage I – District Project Planning

2.1.1.1 The CM agrees to the Project Description and Scope of Work, the Construction Services Budget, the Substantial Completion date and the Project Schedule as set forth herein. The CM further agrees that the site is appropriate and that the Construction Services Budget is adequate for performance of the Work. The CM agrees that the level of quality of the Project is defined through the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**") and other requirements set forth in the Contract Documents.

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, budget, schedule and quality; and

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, budget, schedule and quality as adequate and appropriate.

2.1.2.2 Project Schedule

(a) The CM shall prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and shall be produced and updated monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and A/E.

2.1.2.3 CM shall familiarize itself thoroughly with the evolving plans and specifications and shall follow the development of design from Schematic Design through Construction Documents Phase. The CM is not responsible for ascertaining that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, or other regulations. However, if CM discovers a conflict, error or discrepancy in the Contract Documents, including during performance of the Work, CM shall report same to A/E and Owner in writing within five (5) days of discovering same, and before proceeding with the Work affected, shall obtain a written interpretation or clarification from A/E.

2.1.2.4 Construction Cost Estimate

(a) CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction Costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same.

(b) The CM shall update and issue the Construction Cost Estimate at the completion of each Phase of Stage III services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – more detail with supporting data

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP

ii. 100% Drawings – issuance of final GMP Proposal

(c) CM acknowledges that an accurate Construction Cost Estimate is critical to Owner's ability to establish and verify its Total Project Budget and, therefore, CM shall work closely with A/E and use its best skill and judgment as a contractor familiar with the construction industry in the locality of the Project in preparing its Construction Cost Estimate.

(d) If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(e) The Construction Cost Estimate shall be reviewed with the Owner's

Project Director and the A/E. Any recommendations and advice by the CM concerning design alternatives or value engineering shall be subject to the approval of the Owner's Project Director and the A/E.

2.1.2.5 Stage III – Project Design and Development

(a) At the completion of Stage III: Phase I – Schematic Design, the CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 13. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project.

(b) At the completion of Stage III: Phase II – Design Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that with professional assistance and appropriate use of value engineering, the Design Development is in conformance with the Project Scope of Work and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(c) The CM shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may furnish material or equipment for each principal portion of the Work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(d) Advertising, Bidding and Awarding of Contracts shall be completed per State Requirements for Educational Facilities (SREF), Section 4.2(2).

(e) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30) calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(f) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

(1) Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E fees; or

(2) Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction. If the CM Agreement is terminated under this section, CM's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination together with any retainage withheld and reasonable termination expenses incurred, but CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

(a) When the Owner determines that the drawings and specifications are 100% complete, the CM shall provide a GMP Proposal.

(b) The GMP Proposal shall include the CM Fee and represent the sum total of all costs associated with completing the Work. The GMP Proposal shall also include an itemized statement of CM's General Conditions expenses for the Project, which, once agreed to by Owner shall be specifically included within the GMP Amendment. The CM's General Conditions expenses are to be paid as the Work progresses with each Application for Payment based on percentage of completion of Work. The itemized statements shall be in form and substance and with such detail as may be required by Owner. General Conditions expenses shall each be line items in the Schedule of Values to be included within the GMP Amendment.

(c) The GMP Proposal shall also include a proposed Construction Schedule, as defined herein, which, once approved, shall be attached to the GMP Amendment.

(d) If the Owner determines the drawings and specifications are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not include changes in scope, systems, materials or equipment.

(e) The GMP Proposal shall include a written statement thoroughly explaining the foundation on which the GMP is based including, but not limited to the following:

(1) A complete list of all drawings and specifications used to prepare the GMP;

(2) All addenda and changes in conditions of the Agreement used to prepare the GMP;

(3) A complete list of Owner provided allowances and a statement explaining the CM's understanding of their use;

(4) The proposed date of an Owner-approved Substantial Completion; and

(5) A detailed list of assumptions, exclusions, allowances and clarifications that were made in preparing the GMP.

(f) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(g) The CM shall not incur any reimbursable Construction Costs, as outlined in Article 6, prior to the Owner's acceptance of the CM's GMP Proposal and issuance of a Notice to Proceed.

(h) Upon the Owner's acceptance of the GMP Proposal, the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and establish the Agreement's GMP, Contract Time, and liquidated damages for incorporated phases of work.

(i) The GMP shall include only those taxes enacted at the time the GMP is established.

(j) If the GMP exceeds the Owner's Construction Services Budget, the terms of Sections 2.1.2.5(e)(2) and 2.1.2.5(f) shall apply.

2.1.2.7 Bonds

(a) Within ten (10) business days after the GMP is approved by Owner and CM and before any portion of the Construction Work to be covered by such bonds is commenced, CM shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the form prescribed by AIA A312-2017 forms or those forms provided within Section 255.05, *Florida Statutes*, in the amount of one hundred percent (100%) of the total sum of the GMP, the costs of which are to be paid by CM. The Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

(1) The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Bonds must be fully performable in Florida, with service and venue in Manatee County, Florida.

(b) In accordance with the requirements of Section 255.05(1)(a), *Florida Statutes*, CM shall record in the Public Records of Manatee County, Florida, a copy of the Bonds. CM shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to CM hereunder.

2.1.3 Stage IV – Project Construction and Warranty

2.1.3.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract;

(2) Undertake the Work with CM forces; or

(3) Issue a Purchase Order for materials or equipment required for the Work.

2.1.3.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction

Schedule shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) Following development and approval of the Construction Schedule, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner and A/E.

(c) The Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method ("**CPM**") schedule. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include estimated activity manpower, anticipated quantities, and production rates.

(d) If the Construction Schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require the CM to submit information or documentation including an updated schedule to describe the CM's plan to complete the remaining Work by the required milestone date.

2.1.3.3 Bidding and Subcontracts

(a) Unless authorized by Owner, all work shall be performed under subcontracts held by the CM. The CM shall not bid any of the subcontractor work or perform such work with its own forces without prior written consent of the Project Director.

(b) The CM shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(c) The CM shall obtain bids from subcontractors and open such bids in the presence of the Construction Team, specifically the Project Director and A/E. The Construction Team will then analyze the bids and deliver such bids to the Project Director and A/E.

(d) The Project Director will determine, with the advice of the CM and subject to the reasonable objection of the A/E, which bids will be accepted and indicate his or her acceptance by signing the bid tabulation form for each work scope.

(e) The CM shall not be required to contract with any firm with whom the Owner has a reasonable objection. The CM shall provide the Owner with the scope sheet(s) indicating the apparent responsive and responsible subcontractor bids.

(f) Equal Employment Opportunity / Non-Discrimination: In performing all services to be provided hereunder, CM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CM shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. CM shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

2.1.3.4 CM Construction Services

(a) Prior to the commencement of Work, CM may attend a preconstruction conference with Owner and A/E and others, as appropriate for the particular needs of the Project, to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or A/E with respect to the Project, when directed to do so by Owner or A/E. CM shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or A/E.

(b) The CM shall manage, schedule and coordinate the work, including the work of subcontractors and coordinate the work with the activities and responsibilities of the Project Director, A/E and CM in order to complete the Project in accordance with the Owner's objectives of scope, budget, schedule and quality.

(c) The CM shall provide for all job-site facilities necessary to enable the CM, the Project Director, Building Official and the A/E to perform their respective duties.

(d) Supervision and Contractor Representative

i. CM is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. CM is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents.

ii. The CM shall maintain exclusively for this Project sufficient off-site support staff and competent full-time staff at the Project site authorized to act on behalf of CM to coordinate, inspect, provide general direction and direct the Work and progress of the subcontractors. The CM's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Project Director's consent. The CM's Project Manager, as defined herein, shall have authority to act on behalf of CM. All communications given to the CM Project Manager shall be as binding as if given to CM. The Owner's Project Director shall have the right to direct the CM to remove any on-site personnel whose performance is unsatisfactory to the Owner. In such event, the CM shall promptly replace such personnel without additional compensation for that replacement.

iii. The CM, in conjunction with the Project Director, shall establish on-site organization and lines of authority to implement the overall plans of the Construction Team.

iv. CM shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and A/E. Owner and A/E may attend meetings between CM and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of CM to administer the subcontracts.

v. CM shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to CM.

vi. CM shall develop and maintain a program, acceptable to Owner and A/E, to assure quality control of the Work. CM shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and CM shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

vii. Should a disagreement occur between CM and A/E over the acceptability of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

(e) CM shall provide the following job site administration functions during construction to assure proper documentation, including the following:

(1) Job Meetings: CM shall arrange and conduct regular Project status meetings with the Construction Team. CM shall prepare written minutes of job meetings described in this section and deliver copies

of such written minutes to Owner and the A/E within five (5) days of each meeting.

(2) PMIS Reports: The CM shall provide a Project Management Information Summary (PMIS) monthly report describing the current cost and payment status of the entire Project. These PMIS reports shall indicate all current encumbrances on and expenditures of the GMP budget. Components of the PMIS are set forth in **Exhibit E**.

(3) Daily Job Logs: The CM shall record the progress of the Work and prepare a daily job log containing a record of weather and CM employees and subcontractors on site including number of workers and work accomplished. The log shall be maintained at the Project site or electronically and made available to the A/E and the Project Director at all times.

(4) Logs for RFIs, Submittals/Shop Drawings, Etc.: The CM shall maintain a log of Requests for Information (RFIs), submittals and shop drawings, status of the Unforeseen Conditions Fund, potential cost items, and Architect's Supplemental Instructions (ASIs) to be reviewed at each Construction Team meeting who shall act on the disposition of these items. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(5) Submittals:

i. CM shall carefully examine the Contract Documents including the plans and specifications for the Project, as well as the Planning Manual to determine all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. If requested and/or required by the needs of the Project, CM shall prepare a submittal schedule and shall submit the schedule for Owner and A/E approval. The submittal schedule will be coordinated with CM's Construction Schedule and allow A/E reasonable time to review submittals.

ii. If the Project involves submittals and shop drawings, CM shall carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to A/E for review and action. By submitting shop drawings and other submittals, CM represents to Owner and A/E that CM has: (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(6) Subcontractor Progress: The CM may prepare periodic deficiency logs and punch list logs for subcontractors' work, as the particular needs of the Project requires, including unsatisfactory or incomplete items and schedules for their completion.

(7) Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

(8) Substantial Completion: The CM shall ascertain when the Work or designated portions thereof are ready for the A/E Substantial Completion inspection after which the CM and A/E will execute and issue a Certificate of Substantial Completion, as required by Owner, including a list of punch list items to be completed or corrected. From the punch list of incomplete or unsatisfactory items prepared by CM and reviewed and supplemented by A/E, CM shall prepare a schedule for completion of the items indicating completion dates for Owner's review. Substantial Completion will also include the issuance of a Certificate of Occupancy by the permitting authority.

(9) Final Completion: The CM shall monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and the A/E when the Work is ready for final inspection. CM shall secure, review and certify compliance with the Contract Documents and then transmit to Owner, through the A/E, and as an express condition precedent to final payment, all closeout items set forth in **Exhibit C** including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. Final Completion will also include issuance of a Certificate of Occupancy by the permitting authority and Owner taking possession of the Project.

(f) Safety

(1) CM is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. CM is responsible for protecting from damage or loss all material and equipment to be incorporated into the Work which may be stored off of the Project site.

(2) The CM shall be responsible for initiating, maintaining, implementing and supervising an effective safety program for the Work and requiring similar programs from the subcontractors. OSHA guidelines shall serve as the basis for the safety programs. Copies of the proposed programs shall be distributed to the Construction Team by the CM.

(3) CM shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passersby,

local building codes, ordinances or other laws and the Contract Documents.

(4) CM's duties and responsibilities for the safety and protection of the Work and the environment shall continue until such time as the Work is completed and final acceptance by Owner has occurred.

(5) Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property.

(6) At all times CM shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, including all safety and security regulations and requirements, as said regulations and requirements may be modified or changed by Owner from time to time.

2.1.3.5 The CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to the CM's records, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to the Project at any and all times during normal business hours upon request by Owner. The CM shall preserve all records and supporting documentation that relate to the Work for a period of three (3) years after final payment, or for longer period as may be required by law. CM shall likewise require all subcontractors to retain all Project records and supporting documentation. The Owner's right to audit, inspect and copy Project records and documentation of CM shall survive completion and/or termination of the Agreement. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of twelve percent (12%) per annum). If the Overcharged Amount is equal to or greater than Ten Thousand and No/100 Dollars ($10,000.00), CM shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of Work.

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

(b) Upon receipt of the CM's notice, the Owner shall obtain the services of a licensed laboratory to determine absence or presence of hazardous substance(s), and in the event such material or substance is found to be present, to remediate, abate, or otherwise remove the hazardous substances.

(c) The Owner shall not be responsible under this Section for hazardous materials or substances the CM brings to the site unless such materials or substances required by the Contract Documents, except to the extent of the CM's fault or negligence in the use and handling of such materials or substances.

(d) CM is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z, or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by CM or any of its subcontractors, CM shall maintain on site a Safety Data Sheet for each such product. CM shall indemnify and hold the Owner harmless against the cost and expense Owner incurs: (1) for remediation of a material or substance CM brings to the site and negligently handles, or (2) where CM fails to perform its obligations under this Section, except to the extent that the cost and expense are due to Owner's fault or negligence.

2.1.3.7 Emergencies

(a) CM shall take immediate action to prevent injury to any person and injury to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Property damage includes environmental impacts to the ground, air, and water.

CM shall give A/E and Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. CM shall also deliver to Owner and A/E copies of any written notice of violations received by CM or subcontractors within forty-eight (48) hours following notification by the regulatory agency.

(b) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

(1) CM shall obtain and assign to Owner on a non-exclusive basis all warranties given to CM by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

(2) The CM warrants to the Owner and A/E that materials and equipment furnished under the Contract Documents shall be of good quality and new unless the Contract Documents require or permit otherwise. The CM further warrants that the Work will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials or equipment not conforming to these requirements may be considered defective. The CM's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

(3) Any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion.

(4) In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, CM expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and CM shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such

longer period of time as may otherwise be specified in the Contract Documents including the Planning Manual) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, CM shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are **TBD**. **Exhibit TBD ,** attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed fifteen percent (15%). A detailed breakdown, with necessary backup, shall be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 **Reimbursable Costs**

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet
- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees
- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable
- Personal protective equipment
- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)
- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines
- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up
- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)

- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs
- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **$_30,408.00_____**

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 **CM Fee (Overhead and Profit)**

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 **Cost of Work**

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of **42.48%** of wages and **34.58%** of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses, training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.635% of the GMP amount or the invoice amount and General Liability insurance will be charged at the rate of **.45%** of the GMP amount or the invoice amount), which CM is required by the Contract Documents to purchase and maintain and/or CM requires, including cost of Performance and Payment Bonds for subcontractors and/or suppliers. To the extent permitted by applicable law, all premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the CM after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, rebates, refunds, etc. The CM's actual cost for insurance and bonds directly attributable to this Agreement shall be considered to be included within the GMP, but shall not be included in the amount for purposes of calculating the CM Fee, and shall be charged at the actual rate paid by CM, provided that such rate shall not exceed the amount allocated to these expenses in the GMP. Prior to Final Payment, CM shall procure and/or provide to Owner any and all documentation requested evidencing net actual costs for insurance and bonds for the Project to the CM;

6.3.1.8 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.9 Costs incurred due to an emergency related to the Project, which affects the safety of persons and property for causes other than CM's negligence;

6.3.1.10 Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.11 For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive

Preconstruction Costs in the amount of 0.35% of the anticipated Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.12 Costs associated with the Investigative Report in the total amount of **$_N/A__** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.13 Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(to be billed at **.125%** of the Contract Amount)
General Liability Insurance	(to be billed at **.45%** of the Contract Amount)
Performance and Payment Bond (CM)	(to be billed at **.85%** of the Contract Amount)
Builder's Risk Insurance	(to be billed at Invoice Amount)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 **Costs Not to Be Reimbursed**

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially value engineered that may be able to be added back to the scope of Project and other legitimate costs of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be determined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			Liquidated Damages Per Calendar Day
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800
750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500

3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the services of others to complete unfinished punch list items after ninety (90) days have expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			Liquidated Damages Per Day
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250
10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Amendments and submitted each month to A/E along with a completed and notarized copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated, or costs incurred in completing the Work during the previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within

twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1 For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2 For construction projects having an estimated cost of $10 million or more, the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 <u>Worker's Compensation Insurance</u>

12.2.7.1 During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the

subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1 During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2 The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3 The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4 The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5 The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1 During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages, Bodily Injury and Property Damage	$100,000 Each Occurrence Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon any materials, equipment tools, construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual

claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation

before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by

this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1 Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP or date of Substantial Completion will be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for this firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number _**1423106**_ .

16.3 Truth-In-Negotiation

16.3.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the CM certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

16.4.1 The School District of Manatee County and the State of Florida requires all CMs and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Sections 1012.465 and 1012.32. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

16.5 Sovereign Immunity

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

16.6 Custodian of Public Record

IF THE CM HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

16.6.1 The CM must comply with public records law and specifically:

16.6.1.1 Keep and maintain public records required by Owner to perform the service.

16.6.1.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

16.6.1.3 Ensure that public records in the CM's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CM does not transfer the records to the Owner.

16.6.1.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

16.7 Public Entity Crime Information Statement

16.7.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.8 Compliance with Laws

16.8.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.9 No Waiver

16.9.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.10 Severability

16.10.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.11 Notices

16.11.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.11.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Darrell Phillips
1 Matzke Way, Bradenton, Florida 34208
Attention: Darrell Phillips
Email: PhillipsD3@Manateeschools.net

16.11.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

Regional Manager/Senior Project Manager
Van Mitchell
101 Creative Way
Clearwater, Florida 33759
Attention: Van Mitchell
vmitchell@creativecontractors.com

16.11.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____ By: _____

(Corporate Secretary Signature) (Corporate President Signature)

H. Alan Holderith, Secretary Joshua Bomstein, President

(Type Corporate President's Name)

As Witnessed:

_____ Creative Contractors, Inc.

(Type Name of Corporation)

(Corporate Seal)

DATE: 10.13.2022

*** Signatures Continue on Next Page ***

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Van Mitchell	Senior Project Manager	50%
Richard Sindon	Superintendent	100%

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	Darrell Phillips
SBMC Project Assistant	Melody BonAmi
Architect	Fawley Bryant Architecture Steve Padgett
Consulting Engineers	N/A
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	Creative Contractors, Inc. Van Mitchell
SBMC Instructional Member	N/A
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

Convert three offices (6-118, 6-116, and 6-115) into the Bus Dispatch Office with space for four cubicles. Add a transaction window into the new Bus Dispatch Office for bus drivers to interact with the Dispatchers from the Reception Area 6-100.Add wall and door across north Reception Area 6-100 to control access from Reception Area to north corridor. Add wall and door across east Reception Area 6-100 to control access from Reception Area to east corridor. Combine Material Storage 6-101A and Secretarial Space 6-101 to create one room with space for four cubicles to create the new Customer Service Office, add corridor through office #6-114; reduce size of office #6-114, 2nd reduce size of office #6-114. Add a transaction window into the new Customer Service Office from the Reception Area 6-100.The office renovation will require power, data, and telephone for each workstation. Lighting will require rearrangement or LED replacement in affected areas. A/C will require reconfiguring in affected areas. Additionally, a T&B will be required. Fire Alarm and fire sprinklers will require reconfiguration in affected areas. Added corridor doors will require mag locks, card readers, and fire alarm connections. New flooring, wall paint and ceiling tiles in affected areas. Provide all other services to complete the project

AGENDA ITEM NO. 9.19

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - New Science Building - Phase III - Construction Documents from Rowe Architects and Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction - Amendment 3 - Guaranteed Maximum Price, in the Amount of $12,163,489.19

Executive Summary
The purpose of the requested action is to approve Amendment 3 to the Agreement between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, which authorizes the Guaranteed Maximum Price. The scope of work as documented in 100% CD drawings from Rowe Architects, dated May 23, 2022 will include the construction of a new two-story building to be centrally located on the Southeast High School campus, which will house eleven (11) classrooms/labs. The program will include nine (9) science classrooms/labs, two (2) art labs, and related ancillary-support spaces. The scope of work is in accordance with P.J. Hayes, Inc., d.b.a. Tandem Construction's Guaranteed Maximum Price (GMP) dated October 17, 2022, and the construction contract documents dated September 14, 2022, prepared by Rowe Architects, Inc.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Southeast High School - New Science Building - Phase III - Construction Documents from Rowe Architects and agreement between owner and P.J. Hayes, Inc., d.b.a. Tandem Construction - Amendment 3 Guaranteed Maximum Price, in the amount of $12,163,489.19.

Financial Impact
The amount of Amendment 3 is $12,163,489.19. The Guaranteed Maximum Price, including this Amendment 3, is $13,246,067.49 and is included in the total project budget requirement of $16,743,311.90. **This project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Project Summary Sheet
SHS New Science Building - Amendment 3 GMP

Southeast High School - New Science Building

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Rowe Architects	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	P.J. Hayes, Inc., d.b.a.Tandem Construction	Selected through the Request for Qualifications process
BUILDING OFFICIAL:		

PROJECT BUDGET:	$16,743,311.90	Revised Total Project Budget
	$13,229,500.00	Original Project Budget (02/22/22)

HISTORY: Southeast High School was originally constructed in 1958, and underwent its last major renovations in 1997. The facility has 37 permanent structures located on 51 Acres at 1200 37th Avenue East, Bradenton, and currently serves 1,711 Students. The Science/Art Lab Building was built in 1985, is obselete and requires replacement.

SCOPE: The scope of work consists of the construction of a new two-story building to be centrally located on the Southeast High School campus which is proposed to house eleven (11) classrooms/labs. The proposed program will include eight (8) Science Classrooms/Labs, one (1) Computer Lab, Two (2) Art Labs, and related ancillary-support spaces. The project will be constructed on an occupied campus and will include demolition of existing structures and phased in a manner to insure student and staff safety.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	1,058,360.00	March 8, 2022	Approved	Architectural/Engineering Services
TOTAL	$1,058,360.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	38,431.70	March 8, 2022	Approved	Pre-Construction Services
Amendment 1:	705,879.38	June 14, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 1
Amendment 2:	338,267.22	October 25, 2022	Pending	Partial Guaranteed Maximum Price - Amendment 2
Amendment 3:	12,163,489.19	November 8, 2022	Pending	Guaranteed Maximum Price - Amendment 3
TOTAL	13,246,067.49			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	23,704.00	June 3, 2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$23,704.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Conceptional Study	19,926.00	September 15, 2021	Not Required	Currently on the District's Continuing Contracts List
Asbestos Survey	3,875.00	April 4, 2022	Not Required	Currently on the District's Continuing Contracts List
Mech. Elec. Comm. Serv	25,000.00	May 02,2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$28,875.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 3 **Amendment Date:** _____

This form is to be used for any revision to the established Guaranteed Maximum Price.

Project Name: **Southeast High School – New Science Building**
Construction Manager: **P.J. Hayes, Inc., d.b.a. Tandem Construction**
Construction Manager Address: **5391 Lakewood Ranch Boulevard, Suite 200, Sarasota, Florida 34240**

The work is as follows: **The scope of work consists of the construction of a new two-story building to be centrally located on the Southeast High School campus which will house eleven (11) classrooms/labs. The program will include nine (9) Science Classrooms/Labs, two (2) Art Labs, and related ancillary-support spaces.**

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) By: _____

Date of Substantial Completion including this amendment: **08/01/24**

Amount of Amendment: **$ 12,163,489.19**
Previous Amount of GMP: **$ 1,082,578.30**
New Total Amount of GMP: **$ 13,246,067.49**

CONSTRUCTION MANAGER:

By: _____ By: Dan Harris

Name/Title: **Peter Hayes, President** Name/Title: Dan Harris, Treasurer

As Witnessed: _____ P.J. Hayes, Inc. dba Tandem Construction
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Southeast High School Science Addition** Date: 10/19/2022

Contractor: **P. J. Hayes, Inc. DBA Tandem Construction**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Total Building & Site (Refer to the attached Schedule of Values)	$9,094,305.19	
Sub Total		**$9,094,305.19**
Alternates: (Refer to the attached Section 4b Alternates)	$422,351.68	
Accepted Alternates: #1, #3, #7, #8, #9, and #10,		
see attached page 4B Alternates for additional		
information		
Sub Total		**$422,351.68**
General Conditions: (Refer to the attached Schedule of Values)	$1,116,697.22	
Sub Total		**$1,116,697.22**
Overhead & Profit (Overall Project)	$638,407.00	
Sub Total		**$638,407.00**
Pre-Construction Expenses	$38,431.70	
GMP Amendment No. 1 Early Release (Demo & Portables)	$705,879.38	
GMP Amendment No. 2 (Equipment & Material Pre-Purchase)	$338,267.22	
Sub Total		**$1,082,578.30**
Unforseseen Conditions:	$612,660.14	
Sub Total		**$612,660.14**
Bond:	$85,540.96	
Insurances	$193,527.00	
Sub Total		**$279,067.96**
GMP TOTAL		**$13,246,067.49**

Section 4b
Alternates

ALTERNATE	DESCRIPTION	ADD/DEDUCT		ESTM VALUE	ACCEPTED / REJECTED	DATE
ALTERNATE #1	Provide Solid Vinyl Floor Tile where Vinyl Composition Floor Tile (VCT) is indicated on Drawings and as specified in Section 09 65 19 "Resilient Tile Flooring." Waxing is NOT required. Tile is provided as Mohawk Large & Local LVT with M-force Ultra.	ADD	$	57,031.33		
ALTERNATE #2	ACT tile alternates for ACT1 and ACT2 of ACT-1a basis of design "Rockfon Tropic" and ACT-2a basis of design "Rockfon Koral".	DEDUCT	$	(6,819.00)		
ALTERNATE #3	Substitute bentonite waterproofing in lieu of the original specified metal oxide elevator waterproofing.	ADD	$	7,478.76		
ALTERNATE #4	Substitute Kawneer 501 aluminum storefront windows and doors in lieu of original specified aluminum windows and doors. Material lead time is substantially improved with the aluminum storefront alternate.	DEDUCT	$	(134,645.78)		
ALTERNATE #5	Provide commissioning of HVAC.	ADD	$	17,626.77		
ALTERNATE #6	Alternate to add existing campus fiber optic cables replacement. This alternate consists of pulling out the existing fiber and replacing it with new fiber only. All existing fiber is assumed to be in conduits and pathways and not direct bury. All conduits and pathways through buildings are assumed to be in working conditions and accessible. If existing conduits or pathways are damaged or obstructed and will need repair or replacement, additional costs will apply.	ADD	$	256,846.29		
ALTERNATE #7	48hr transformer recording if required.	ADD	$	6,438.43		
ALTERNATE #8	"Drum Circle" Alternate to remove concrete and add brick pavers around the Seminole School Logo with standard paver and color.	ADD	$	5,148.72		
ALTERNATE #9	Upgrade Architectural Casework to Laboratory Casework.	ADD	$	7,307.72		
ALTERNATE #10	Provide a Budget/Allowance for a Sunshade Structure for the Drum Circle.	ADD	$	338,946.72		

AGENDA ITEM NO. 9.20

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Manatee and Palmetto High School - Football Field Turf Replacement - Agreement Between Owner and Osborn Engineering, in the Amount of $143,000.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Osborn Engineering, who will provide architectural and engineering services for the replacement of the existing Football Stadium turf. The scope of work includes but is not limited to the replacement of the existing Football Stadium's natural turf field with a synthetic turf system.

The Manatee & Palmetto High School - Football Field Turf Replacement Summary Sheet is attached for reference.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
Superintendent recommends approval of the Manatee and Palmetto High School - Football Field Turf Replacement - Agreement between Owner and Osborn Engineering, in the amount of $143,000.00.

Financial Impact
The fee for architectural and engineering services is $143,000.00. This fee is in the total budget requirement of $2,220,000.00. This project is funded by Sales Tax Proceeds.

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Summary Sheet
Manatee HS & Palmetto HS Football Field Turf Upgrades - AE Contract

Manatee High and Palmetto High School Football Field Turf Replacement

PROJECT DIRECTOR: William Horton

ARCHITECT/ENGINEER:	Osborn Engineering	Currently on the District's continuing contract lists.
CONSTRUCTION MANAGER:	Jon F. Swift Construction	Currently on the District's continuing contract lists.
BUILDING OFFICIAL:		Currently on the District's continuing contract lists.

PROJECT BUDGET: $2,220,000.00 Original Project Budget (10/11/22)

SCOPE: Replacement of the existing Football Stadium natural turf field with a synthetic turf system.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:		October 11, 2022	Approved	Continuing Contracts List
Agreement:	$143,000.00	November 8, 2022	Pending	Architectural/Engineering Services
TOTAL	**$143,000.00**			
CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:		October 11, 2022	Approved	Continuing Contracts List
Agreement:	$12,831.00	November 8, 2022	Pending	Pre-Construction
Substantial Completion:				
Change Order #1:				
TOTAL	**$12,831.00**			
BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:				
Agreement:		N/A		
TOTAL				
OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$0.00			
TOTAL	**$0.00**			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

SBMC CONTRACT NO:	**CON#**
PROJECT NAME AND LOCATION:	Manatee High School and Palmetto High School Football Field Upgrades – Synthetic Turf 902 33rd Street Court West, Bradenton, Florida 34205 1200 17th Street West, Bradenton, Florida 34221 Manatee County, Florida
PROJECT DESCRIPTION AND SCOPE OF WORK:	**DESCRIBE THE SCOPE OF WORK** (hereinafter, the "**Scope of Work**"). **Replacement of the existing Football Stadium natural turf field with a synthetic turf system.** Exhibits A through D, further defining the Scope of Work, are attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is **$2,220,000.00** and is comprised of the following:

1. Design Services	$ 144,300.00
2. Construction Services	$1,887,000.00
3. Owner Services	$ 188,700.00
4. FF&E and Technology	$N/A
TOTAL PROJECT BUDGET:	**$2,220,000.00**

START DATE (NOTICE TO PROCEED):	**November 08, 2022**
SUBSTANTIAL COMPLETION:	TBD
FINAL COMPLETION:	TBD
ARCHITECT/ENGINEER ("**A/E**"):	Osborn Engineering 360 Central Avenue, Suite 1150 St. Petersburg, Florida 33701 (727) 209-0436 Jgotwald@osborn-eng.com
CONSTRUCTION MANAGER ("**CM**"):	John F. Swift, Inc. 2221 8th Street Sarasota, Florida 34237 (941) 951-6100 Jason@jonfswiftinc.com

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

THIS AGREEMENT is made this **8th** day of **November** in the year **2022** by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **Osborn Engineering, 360 Central Avenue, Suite 1150, St. Petersburg, Florida 33701, Federal Tax ID Number 34-045030, Osborn Engineering Registration Number 27367, Engineers License Numbers Scott A. Vura, PE Regn. Number 62115, Jonathan J. Gotwald, PE Regn. Number 35531**, authorized to do business in the State of Florida ("**A/E**"), for A/E to perform architectural, engineering and/or other professional services described herein for the design and construction of: **Field Upgrades – Synthetic Turf** located at **Manatee High School & Palmetto High School**. The Owner and the A/E, for the consideration set forth herein, agree as follows:

ARTICLE 1
RELATIONSHIP OF PARTIES, EXTENT OF THE AGREEMENT AND DEFINITIONS

1.1 The Construction Team

1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together from the start of Project planning through Final Completion and be available thereafter to the extent additional services are required.

1.1.2 The A/E shall provide leadership to the Construction Team on all matters relating to design.

1.1.3 The CM shall provide leadership to the Construction Team on all matters relating to construction.

1.2 The A/E

1.2.1 The A/E shall provide Owner with professional architectural and other professional services described herein in all phases of the Project to which this Agreement applies. All services to be provided by A/E pursuant to this Agreement shall be in conformance with the Scope of Work described herein and within **Exhibits A – D**.

1.2.2 The A/E accepts a relationship of trust and confidence established by the Owner and this Agreement. The A/E represents to Owner that it has expertise in the type of professional services that will be required for the Project. A/E agrees to provide its services using its professional skill and judgment, to use its best efforts to complete the Project in the most expeditious and economical manner consistent with the Owner's interest, and to work with the Owner and the CM to further the interests of the Owner.

1.2.3 A/E shall be acting as an independent contractor at all times during the Project and no provision in the Agreement shall create an employment or agency relationship between the parties.

1.2.4 A/E agrees to cooperate with CM with respect to CM's delivery of services to Owner. A/E agrees to incorporate, whenever practicable and consistent with good design, and after Owner's written approval, all suggestions or recommendations timely made by CM with respect to the Project design.

1.2.5 A/E agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Manatee County, Florida, including all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by A/E pursuant to this Agreement.

1.2.6 A/E agrees that, when the services to be provided pursuant to the Agreement relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, A/E shall employ and/or retain only qualified personnel to provide such services.

1.2.7 A/E agrees that its services provided pursuant to this Agreement shall be subject to Owner's reasonable review and approval. A/E agrees to comply, at its own expense, with all federal, state and local laws, applicable statutes, ordinances, codes, administrative orders, rules, regulations including utility regulations, local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by A/E including, but not limited to, any interlocal agreements between Owner and Manatee County. In the event of any conflicts in these requirements, A/E shall promptly notify Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict. Nothing in this Agreement shall be construed to eliminate A/E's responsibility for compliance of its design, its documents and its services with applicable local, state and federal statutes and regulations and applicable professional practice standards. Owner's approval of the design documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.

1.2.8 Any Contract Documents, as defined herein, prepared or furnished by A/E that contain errors, conflicts or omissions will be promptly corrected by A/E at no additional cost to Owner. A/E shall promptly notify Owner in writing of any discovered discrepancies, inconsistencies, or missing information necessary to provide reasonably accurate and complete documents. If CM reports to A/E any conflicts, errors or discrepancies in the Contract Documents, including during construction, A/E shall provide a written interpretation or clarification of the Contract Documents within a reasonable time period so as to not delay the Project.

1.2.9 A/E shall be responsible for obtaining and thoroughly and carefully reviewing all surveys and geological reports with respect to the Project including those reports obtained and/or provided by Owner. A/E's design documents shall be consistent and coordinated with the information set forth in all such surveys and geological reports. In the event A/E has any questions or concerns about the contents of any such surveys or reports, A/E shall notify Owner in writing within ten (10) days of A/E's receipt of any such surveys or geological reports. A/E and Owner will attempt to mutually resolve any such questions or concerns.

1.2.10 A/E agrees, for both itself and all of its Consultants, to comply with all of Owner's rules and regulations with respect to safety and security at Owner's facilities as such rules and regulations may be modified and amended by Owner from time to time.

1.2.11 Key representatives for the A/E are shown on **Exhibit A** and shall not be revised without the written approval of the Owner such approval not to be unreasonably withheld. The A/E representatives who are designated are authorized and responsible to act on behalf of A/E

with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. By execution of this Agreement acknowledges that the key representatives identified on **Exhibit A** have full authority to bind and obligate A/E on all matters arising out of or relating to this Agreement.

1.2.12 A/E Consultants

1.2.12.1 The services to be performed pursuant to this Agreement shall be performed by the A/E and A/E's consultants identified in **Exhibit A** ("**Consultants**") unless otherwise authorized in writing by Owner. The employment of, contract with, or use of the services of any other person or firm by A/E, as independent consultant or otherwise, shall be subject to the prior written approval of Owner. No provision of this Agreement shall, however, be construed as constituting an agreement between Owner and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Owner beyond such as may otherwise exist without regard to this Agreement. Notwithstanding the foregoing, Owner shall enjoy the same benefits and rights as to A/E's Consultants as A/E enjoys with respect to A/E's Consultants and all of A/E's agreements with A/E's Consultants shall be in writing, signed by both parties and shall include the following provision: "Owner is intended to be an express, recognized third-party beneficiary of this Agreement."

1.2.12.2 Should Owner terminate this Agreement with A/E, Owner shall, upon Owner's request, obtain assignment of those of the Consultant's agreement(s) with a different A/E elected by Owner. Each of A/E's agreements with the Consultants shall specifically provide that Owner shall only be responsible to the Consultants for those obligations of A/E that accrue subsequent to Owner's exercise of its right to take an assignment of such agreement. Each of A/E's agreements with Consultants shall require or provide that: (a) nothing in the Contract Documents will create a contractual relationship between Owner and the Consultant unless Owner elects to accept contingent assignment of the agreement as provided herein, and (b) the Consultant shall resolve all disputes involving Owner in the same manner as provided in Article 13 below.

1.2.12.3 At Owner's request, A/E shall provide to Owner copies of all of A/E's agreements with A/E's Consultants.

1.2.12.4 A/E shall be responsible to Owner for the acts and omissions of A/E's employees and Consultants arising out of or resulting from the performance of services hereunder including those that that do not conform to the A/E's standard of care, would constitute a breach of this Agreement if the act or omission were committed by A/E, or are otherwise wrongful or unlawful.

1.3 Extent of Agreement

1.3.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews (including the content of the audio/visual oral presentation made to the Professional Selection Committee), and, together with them, comprises the full and entire Agreement between the Owner and the A/E and supersedes all prior

negotiations, representations or agreements. This Agreement shall not be superseded by any provisions or other documents for construction.

1.3.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the A/E unless in writing and executed by the parties intending to be bound by it.

1.3.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.3.4 The Owner and A/E acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.3.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.3.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of A/E's representations and indemnifications made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment to A/E for its services and termination or completion of the Agreement.

1.3.7 This Agreement shall not be recorded.

1.3.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.4 Definitions

1.4.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.4.2 "**Project Director**" means the person designated by the Owner's Department of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Project.

1.4.3 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$1,887,000.00**, including all CM fees and costs of the work as further identified below:

Construction Costs	$1,874,169.00
General Conditions	$TBD
Overhead and Profit	$TBD
Pre-Construction	$ 12,831.00
Unforeseen Conditions	$TBD
Bond	$TBD

TOTAL	$1,887,000.00

1.4.4 "**Total Project Cost**" is comprised of the actual costs for all design services, construction services, Owner services and all fees and other costs necessary to design, develop and construct the Project and is **$2,220,000.00**.

1.4.5 "**Contract Documents**" consist of the agreement between the Owner and the CM (the "**CM Agreement**"), the exhibits described therein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's proposal for the Guaranteed Maximum Price (the "**GMP Proposal**"), the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and will become a part of the Contract Documents and shall establish the Agreement's GMP, Contract Time and liquidated damages for incorporated phases of work.

1.4.5.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments, Change Orders, Addenda and Architect Supplemental Instructions ("ASIs") with those of a later date having precedence over those of an earlier date;

(b) The CM Agreement, not including the Exhibits;

(c) Exhibits to the CM Agreement; and

(d) All other Contract Documents with those of a later date having precedence over those of an earlier date.

1.4.6 "**Substantial Completion**" means that: (1) the Project is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.4.7 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the CM Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated within the CM Agreement have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.4.8 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the construction work through the date required for Substantial Completion and Final Completion of the work.

1.4.9 "**Business Day**" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by Owner. For provisions within the Agreement that require a certain action within a specified time period, the Owner and A/E may mutually agree to a different time period depending on the circumstances of the particular Project.

1.4.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project and is **$1,887,000.00**.

ARTICLE 2
COMPENSATION

2.1 Lump Sum Architect/Engineering Fee

2.1.1 The Owner agrees to pay the A/E as compensation for its services as described in Article 3 the amount of **$143,000.00** (the "**A/E Fee**") to be paid per Article 8, which is comprised of the following:

Basic Services (includes Electrical Engineering services)		**$11,000.00**
Civil Engineering		
Civil	$**113,000.00**	
Landscaping	$**N/A**	
Permitting	$**19,000.00**	
Surveys	$**N/A**	
Total Civil Engineering Services		**$132,000.00**
Authorized Additional Services		
CRM/SPECS	$**N/A**	
FLEET/LCCA	$**N/A**	
Acoustical	$**N/A**	
Food Service	$**N/A**	
Total Authorized Additional Services		**$ 0.00**
Total A/E Fee		**$143,000.00**

2.2 Other Additional Services

2.2.1 Any additional services beyond the Scope of Work as described in Article 4 and authorized by the Owner in accordance with the Agreement ("**Other Additional Services**") are to be paid as mutually agreed between the A/E and the Owner by lump sum or a multiple of payroll costs.

2.2.2 Other Additional Services defined in Article 4 that are to be paid as a multiple of actual payroll costs shall be based upon the actual cost of salary or wages paid directly to personnel engaged on the projects as set forth in **Exhibit C**. The multiple applied to actual cost covers overhead, profit and all fringe benefits, including all applicable taxes. The multiples shall be mutually agreed between the Owner and the A/E as follows:

2.2.2.1 Architect: **N/A**

2.2.2.2 Civil Engineer: **3.05**____

2.2.2.3 Structural Engineer: **N/A**____

2.2.2.4 Mechanical, Electrical & Plumbing Engineer: **3.05**____

2.2.2.5 Landscape Architect: **N/A**____

2.2.2.6 Other: **N/A**____

2.3 Reimbursable expenses as defined in Article 7.

ARTICLE 3
A/E SERVICES

3.1 Time

3.1.1 Services to be rendered by A/E shall be commenced subsequent to the execution of this Agreement and upon written "Notice to Proceed" from Owner for all or any designated portion of the Project and shall be performed and completed in accordance with the terms of this Agreement. Upon Owner's acceptance of the Schematic Design Documents, the Owner and A/E shall mutually agree upon a Design Schedule for the performance of A/E's services and timing of A/E's deliverables as required pursuant to the terms of this Agreement. The Design Schedule shall include allowances for periods of time required for Owner's review, for review by the CM if required, and for approval of submissions by the authorities having jurisdiction over the Project. With Owner's written approval, A/E shall adjust the Design Schedule, if necessary, as the Project proceeds until the commencement of construction. Time is of the essence with respect to the performance of this Agreement.

3.1.2 Should A/E be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of A/E, not due to its own fault or neglect, and which could not be avoided by the exercise of reasonable diligence, including: (1) acts of God or of the public enemy, (2) acts of government, (3) fires, (4) floods, (5) epidemics, (6) quarantine regulation, (7) strikes, and/or (8) lockouts, then A/E shall notify Owner in writing within seven (7) business days (unless Owner expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which A/E may have had to request a time extension.

3.1.3 Except as provided within Article 4 or elsewhere in the Agreement, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of A/E's services from any cause whatsoever, including those for which Owner may be responsible in whole or in part, shall relieve A/E of its duty to perform or give rise to any right to damages or additional compensation from Owner. Except as provided within Article 4 or elsewhere in the Agreement, A/E expressly acknowledges and agrees that it shall receive no damages for delay. A/E's sole remedy, if any, against Owner will be the right to seek an extension of time to perform its services; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision.

3.1.4 A/E acknowledges that timely delivery of A/E's deliverables required under this Agreement and timely responses to questions, required revisions to Contract Documents, submittals, and requests for information ("RFIs") or clarification, is critical to the Project. A/E's actions in reviewing and responding to the items described within this Section shall be taken in accordance with the timeframes specified in this Agreement, or in the deliverable or submittal schedule approved by Owner or, in the absence of a timeframe specified in this Agreement or an approved schedule, with reasonable promptness, but in no event more than five (5) business days after A/E's receipt of the question, submittal, RFI, or request for clarification or revisions to Contract Documents.

3.2 CM at Risk Delivery Process

3.2.1 The A/E agrees to provide professional design and construction administration services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement.

3.2.2 Stage I – District Project Planning

3.2.2.1 By entering into this Agreement, the A/E agrees to the Project description, the Total Project Budget, the Substantial Completion date and the Project Schedule as set forth herein.

3.2.2.2 A/E shall review Owner's program documents, including the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**"), Owner's design objectives and constraints including evaluation of energy efficient design alternatives, space requirements, capacity and performance requirements, any budgetary limitations not addressed with the Scope of Work, and other requirements set forth in the Contract Documents, to ascertain the requirements of the Project and shall agree that it will meet the design requirements set forth therein. The A/E agrees to assist the Owner in developing revisions to the Planning Manual, as necessary, that incorporate standard construction concepts, techniques and building materials. The A/E shall develop Educational Specifications in conjunction with the Owner.

3.2.2.3 The A/E agrees that the Project is necessary, the site is appropriate and that the Project can be designed and successfully constructed within the limits of Owner's Construction Services Budget and Owner's program constraints.

3.2.3 Stage II – Project Budget Endorsement

3.2.3.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, Total Project Budget, Project Schedule and level of quality required; and,

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, Total Project Budget, Project Schedule and level of quality required as adequate and appropriate.

3.2.3.2 Monthly Reports

(a) During Stage II and until the Notice to Proceed to the CM is issued, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage II and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.3.3 Project Schedule

(a) The CM will prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and the CM shall produce and update the Project Schedule monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and the A/E.

3.2.3.4 Construction Cost Estimate

(a) The CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same. A/E shall work closely with CM in the CM's preparation of the Construction Cost Estimate.

(b) The CM will update and issue the Construction Cost Estimate at the completion of each Phase of Stage III Services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – with more detail with supporting data

(2) Phase II Design Development – with systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP; and

ii. 100% Drawings – issuance of final GMP Proposal

(c) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(d) Any recommendations and advice by the CM concerning design alternatives or value engineering, include the preparation of cost estimates and comments concerning the constructability of the design, shall be subject to approval by the Owner's Project Director and the A/E. A/E agrees to incorporate all suggestions or recommendations made by CM with respect to the Project design and approved in writing by Owner whenever practicable and consistent with good design.

3.2.4 Stage III – Project Design and Development

3.2.4.1 The Project Design and Development Phase consists of three (3) primary phases each progressively developing the Project design and Contract Documents with Owner approval.

3.2.4.2 Monthly Reports

(a) During Stage III and until the Notice to Proceed is issued to the CM, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage III and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.4.3 Phase I – Schematic Design

(a) Based upon the mutually agreed-upon Project program, Project Schedule and Total Project Budget by Owner and A/E, and after taking into consideration the comments and recommendations from the CM, A/E shall prepare Schematic Design Documents from the programming phase documents, which further define Owner's program and which shall consist of plans, sections, elevations, outline specifications and any other details necessary to define the program.

(b) The A/E shall coordinate the development with the CM and Owner to meet design requirements and identify the areas within the design that offer the greatest potential for elimination of unnecessary costs.

(c) A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule, and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(d) The A/E shall provide and distribute copies of the Schematic Design Documents, as required by the Project Director, for review and comment.

(e) The Schematic Design Documents are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Schematic Design Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase II – Design Development Phase.

(f) Owner's acceptance of the Schematic Design Documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.

(g) At the completion of Stage III: Phase I – Schematic Design, the A/E and CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 10. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project. The A/E shall retain the right to use the Phase I documents in any manner that does not hamper completion of the Project.

3.2.4.4 Phase II – Design and Development

(a) From the approved Schematic Design Documents, the A/E shall prepare the Design Development Documents including plans, elevations, other drawings, sketches, materials research, and specifications specific to Project requirements in order to set and indicate the size and character of the total Project including materials, type of structure, and mechanical and electrical systems. The data from the Design Development Documents shall be sufficient to fix the Scope of the Project to allow the CM to provide the Project Director with a preliminary GMP for construction.

(b) The A/E shall coordinate the development with the CM and shall consult with CM regarding (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(c) The A/E shall also work with Owner's Project Director and CM to meet design requirements and identify the areas within the design that offer the greatest potential for the elimination of unnecessary costs including working with CM to generate and evaluate alternative ideas in terms of feasibility to construct, time and cost.

(d) The A/E shall provide and distribute copies of Design Development Documents for review and comments as required by the Project Director including A/E's confirmation that the Project design disciplines have been coordinated within the Design Development Documents.

(e) The Design Development Documents are subject to Owner's review and approval. A/E shall respond in writing to any review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Design Development Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase III – Construction Documents Phase.

(f) The CM shall provide the A/E and Owner with a preliminary GMP. The A/E shall, within seven (7) days of receipt, provide the Project Director with review and comments on the CM's preliminary GMP.

(g) At the completion of Stage III: Phase II – Design and Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that the Design Development Documents are in conformance with the Project Scope and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(h) The A/E shall not, unreasonably or without cause, impede the CM's ability to provide the requirements set forth herein.

(i) The CM shall start to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may furnish material or equipment for each principal portion of the work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(j) With the assistance of the A/E, the CM shall perform Advertising, Bidding and Awarding of Contracts per State Requirements for Educational Facilities (SREF), Section 4.2(2).

3.2.4.5 Phase III – Construction Documents

(a) After Owner's review and approval of the Phase II – Design Development Documents, the A/E shall prepare the Construction Documents including working drawings and specifications setting forth in detail each discipline's requirements into a cohesive whole based upon the Design Development Documents and consultations with the CM and the Owner's Project Director. The A/E shall confirm that all Project design disciplines have been properly coordinated.

(b) The Construction Documents shall conform to applicable building codes and zoning codes and accepted construction industry standards. A/E shall signify its responsibility for the Construction Documents by affixing its signature, date and seal as required by Florida Statutes. Where the Agreement provides for Owner's approval of the A/E's design recommendations and decisions, this approval does not relieve the A/E of any responsibilities.

(c) If the Project meets the definition of a threshold building, the A/E shall prepare and submit to the Owner a copy of the threshold building inspection plan, which shall provide specific inspection procedures and schedules such that the portions of the Project specified within the threshold inspection plan can be adequately inspected for compliance. The inspection plan must be submitted to the Owner with the 100% completed Construction Documents and prior to Owner's issuance of written authorization for construction to start.

(d) A/E shall prepare and provide to Owner all applications, data and documents required to obtain the approval of all authorities having jurisdiction over the Project, including any applicable storm water

management districts and State and local fire marshals. This shall be accomplished at the appropriate time, but not later than the ninety percent (90%) completion point of this phase. To ensure the timely approval of all permits necessary for the construction of the Project, including all environmental permits, A/E shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits. A/E shall, at no additional cost to Owner, make all reasonable and necessary revisions to the Construction Documents required to obtain the necessary permit approvals for construction of the Project.

(e) The A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(f) The A/E shall evaluate all product substitution requests by the CM and render decisions in a reasonable time period.

(g) A/E shall provide the Project Director with three (3) copies of the Construction Documents, which shall be properly signed and sealed by the A/E. Copies of documents for A/E use are the responsibility of the A/E.

(h) Construction Documents prepared by the A/E are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Construction Documents as required by Owner to obtain Owner's written approval of such documents.

(i) Upon approval of the Construction Documents, the A/E shall provide the Project Director with required copies of completed and approved Construction Documents and shall furnish digital copies of all drawings and Specifications to the CM.

(j) GMP Proposal

(1) When the Owner determines that the Construction Documents are 100% complete, the CM shall provide a GMP Proposal.

(2) If the Owner determines the Construction Documents are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not include changes in scope, systems, materials or equipment.

(3) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(4) A/E shall assist the Owner in reviewing, evaluating and advising Owner regarding CM's final Project Schedule and GMP Proposal. A/E shall make a written recommendation to Owner with respect to Owner entering into an agreement with CM for the amount of the GMP Proposal.

(k) Bid Documents and Bidding

(1) The necessary bidding documents, general conditions and supplementary general conditions of the contract, Division 1 of the Specifications, proposal and contract forms are to be prepared by the CM.

(2) The CM shall provide and distribute copies of bid documents for each bid group for review and comment including non-technical documents as directed by the Project Director.

(3) A/E shall assist the Project Director in coordinating the development of each bid group with the CM and provide the Project Director with review and comments on the CM's estimate for each bid group package.

(4) The CM is responsible for administrating the competitive bidding process of each bid group and shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(5) A/E shall attend the pre-bid conferences and bid openings for each bid group. A/E shall also be responsible for developing, in consultation with the Construction Team, and providing to the Project Director, any addenda to the Contract Documents that result from those conferences. The Project Director shall approve all addenda prior to distribution and copies, properly sealed, shall be submitted to the Project Director.

(6) The A/E shall assist the CM in evaluating all bids received and provide comments and recommendations to the Project Director on each proposed authorization for work. The Project Director will determine which bids will be accepted and indicate the

Project Director's acceptance by signing the bid tabulation form for each work scope.

(l) The A/E shall not impede the CM's ability to provide the requirements set forth herein.

(m) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30) calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(3) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

i. Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E Fees; or

ii. Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction.

3.2.5 Stage IV – Project Construction and Warranty

3.2.5.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed to the CM, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract;

(2) Undertake the work with CM forces; or

(3) Issue a purchase order for materials or equipment required for the work.

3.2.5.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed to the CM, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) The CM shall submit all updated and/or revised Construction Schedules to the Owner and A/E for review. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of any activity duration set forth in the Construction Schedule including estimated activity manpower, anticipated quantities, and production rates.

3.2.5.3 The A/E shall provide administration for the CM Agreement as set forth below:

(a) The A/E shall be a representative of the Owner during construction and shall advise and consult with the Owner's Project Director. A/E shall keep Owner apprised of all contacts and/or communications between A/E and CM and Owner shall be copied on all correspondence between A/E and CM. All contacts and/or communications between A/E and the various trade subcontractors shall be routed through CM.

(b) The A/E shall act on behalf of the Owner only to the extent in the Contract Documents unless modified by written consent of Owner.

(c) Prior to the commencement of work, the Owner and A/E may conduct a preconstruction conference that will be attended by the CM and others, as appropriate for the particular needs of the Project. At the preconstruction conference, the attendees will discuss the Construction Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

(d) During the Project, if required by Owner and depending on the particular needs of the Project. the A/E may conduct Owner / A/E meetings.

(e) CM shall conduct regular Project status meetings with the Construction Team and shall deliver copies of written meeting minutes to Owner and A/E within five (5) days of each meeting. The CM shall maintain a log of RFIs, submittals and shop drawings, potential cost items and ASIs to be reviewed by the Construction Team at each meeting and be acted upon thereafter.

(f) A/E may attend meetings between CM and its subcontractors.

(g) If requested and/or required by the needs of the Project, CM shall prepare and submit a submittal schedule to Owner and A/E for approval. The submittal schedule will be coordinated with CM's Construction Schedule. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(h) A/E shall prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by CM or Owner as necessary. A/E shall provide its response to any such request to Owner and CM within ten (10) days unless otherwise agreed to between Owner and A/E.

(i) A/E will review and respond to all submittals from CM, including shop drawings, samples and product data, within a reasonable period of time so as not to delay the progress of the work, but in no event, more than ten (10) days unless otherwise agreed to between Owner and A/E. Review of CM's submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of CM as required by the Contract Documents. A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by A/E, of any construction means, methods, techniques, sequences or procedures. A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(j) A/E shall conduct construction field observation services consisting of periodic visits to the Project site as detailed within **Exhibit B** (or as frequently as necessary), to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents. When A/E discovers portions of the work that do not conform to the Construction Documents, A/E shall have the authority and duty to reject such work. A/E shall provide a written report of each visit, within ten (10) days from A/E's site visit, to Owner's Project Director. This field observation requirement shall also apply to Consultants of A/E at appropriate construction points.

(k) Through its on-site observations of the work in progress and field checks of materials and equipment, A/E shall endeavor to protect Owner against defects and deficiencies in the work of CM and the various trade subcontractors of CM.

(l) The A/E shall not have charge or control, nor be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs, or for acts or omissions of the CM or subcontractors.

(m) The A/E shall have access to the work whenever it is in preparation or progress.

(n) Based on such observations at the site and on the Applications for Payment submitted by CM, A/E shall recommend the amount owing to CM and shall execute and issue the Certificates of Payment initially completed by CM for such amounts. The issuance of Certificate of Payment shall constitute a representation by A/E to Owner that: (i) the work has progressed to the point indicated; (ii) that to the best of A/E's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents subject to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the Certificate of Payment; and (iii) CM is entitled to payment in the amount certified.

(o) A/E shall review claims by CM for extra compensation and/or extensions of time, and make written recommendations to Owner within five (5) business days of receipt of such claims concerning validity, and prepare responses for Owner.

(p) A/E shall review and provide written comment upon all Change Orders requests by CM, as well as any cost estimate associated with a Change Order request, prepared by CM. Owner shall prepare all Change Orders and/or other amendments to this Agreement. Upon agreement by Owner, A/E shall prepare and provide Construction Change Directives to Owner for approval and issuance to CM and revise the Construction Documents accordingly. The A/E shall also review and approve or take other action on Changes in Condition ("CIC") prepared by the CM for the Owner's authorization.

(q) A/E shall be, in the first instance, the interpreter of the requirements of the Contract Documents. A/E shall render opinions on all claims of CM relating to the execution and progress of the work and on all other matters or questions related thereto. A/E's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents, subject to Owner's written approval. A/E shall review for comment or approval any and all proposal requests, supplemental drawings and information, proposed substitutions, value engineering suggestions and proposed Change Orders to Owner's contract with CM. The A/E's decisions on other claims, including those in question between Owner and CM, shall be subject to claims provisions in this Agreement.

(r) The A/E shall have authority to reject work in nonconformance with the Contract Documents. Whenever, in the A/E's reasonable opinion, it becomes necessary or advisable to ensure the proper implementation or the intent of the Contract Documents, subject to Owner' prior written approval, the A/E shall have the authority to require special inspection or testing of any work whether or not such work be fabricated, installed, or completed. The A/E shall take such action only after consultation with the CM and Project Director.

(s) In the event of a disagreement between the CM and the A/E regarding acceptability of work and conformance with the plans and specifications, the Owner, in its sole discretion shall have the right to determine such acceptability and/or conformance.

(t) The A/E may order minor changes in work, which do not involve a change in the Total Project Cost or an extension of Contract Time. Such changes shall be by written order issued to the CM and endorsed by the Project Director.

(u) A/E shall advise Owner of facts known to A/E which may constitute an event of default on the part of CM under the Contract Documents, and advise and make recommendations to Owner with respect to the remedies available to Owner under the Contract Documents.

(v) A/E shall review and comment upon, without assuming any liability for, CM's quality control program.

(w) Upon notice from CM, and with the assistance of Owner, A/E shall conduct the Substantial Completion inspection, determine the date of Substantial Completion and, as required by Owner, A/E and CM shall issue a Certificate of Substantial Completion on the form required by the Owner including a list of punch list items to be completed or corrected. A/E shall review and comment upon, and supplement as appropriate, the punch lists prepared by CM. The A/E shall notify CM in writing of work not complete by providing the final punch list to CM within seven (7) business days after CM has achieved Substantial Completion. CM shall then prepare a schedule for completion of the items indicating completion dates for Owner's and A/E review.

(x) Upon notice from CM, A/E shall conduct a final inspection to determine the date of Final Completion and assist Owner in final acceptance of Project. If requested by Owner, A/E shall issue the Certificate of Final Inspection on the form required by the Florida Department of Education, Office of Educational Facilities, which shall indicate A/E's final acceptance of the Project.

(y) The A/E shall assist the CM in receiving and forwarding to the Owner all closeout documents including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. The A/E shall review for compliance with CM's obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.

(z) After CM provides A/E with its marked-up "as-built" drawings and specifications, A/E will revise the final approved Construction Documents to incorporate all as-built information contained in CM's marked-up as-built drawings and specifications, as well as to reflect all addenda to the Construction Documents, contract changes and field changes (sometimes referred to herein as the "**Record Documents**") in

a form as required by the Owner. A/E shall provide Owner with: one (1) hard copy, one (1) electronic copy in AutoCAD, and one (1) electronic copy in PDF.

ARTICLE 4
OTHER ADDITIONAL SERVICES

4.1 The following Other Additional Services shall cause the A/E to incur extra expense. If the Owner authorizes any of the services as set forth within Article 4, in writing, Owner shall pay A/E for the authorized services as a lump sum or as a multiple of actual payroll costs as determined by the Owner:

4.1.1 Services due to Owner-approved changes in general Project Scope or requirements after approval of Stage III – Project Design and Development: Phase I – Schematic Drawings;

4.1.2 Revising previously approved drawings or specifications to accomplish Owner-approved changes;

4.1.3 Providing detailed cost estimates;

4.1.4 Preparing documents for Change Orders when required by the Owner;

4.1.5 Consultation and/or professional services and reimbursable costs of types set forth herein concerning replacement of work damaged by fire or other casualty during construction;

4.1.6 Arranging for work to proceed should the CM default due to delinquency or insolvency; and

4.1.7 Providing prolonged contract administration and observation should the Contract Time be exceeded by 25% due to no fault of the A/E. The A/E's services performed in connection with Project closeout, including but not limited to, Substantial Completion and Final Completion, shall not be considered prolonged contract administration.

4.1.8 Project representation beyond basic services as follows:

4.1.8.1 If the Owner and the A/E agree that more extensive representation at the site than described in Article 3 shall be provided, the A/E shall provide additional representation to assist with site responsibilities ("**Additional Representation**").

4.1.8.2 Project representatives for such Additional Representation will be selected, employed and directed by the A/E and compensated as determined by the Owner.

4.1.8.3 Other than expressly stated in this Section, Additional Representation shall not modify the obligations of the A/E.

4.1.9 Services of special consultants, other than typical structural, mechanical, civil, plumbing, landscape and electrical engineering and services of estimators making detailed cost estimates;

4.1.10 Service of consultants providing surveys, testing and subsurface investigations authorized by the Owner other than those services included within the A/E Fee; and

4.1.11 Other Additional Services for the Project not identified within this Agreement.

4.2 Other Additional Services must be approved in writing in the form of a written and executed amendment to this Agreement prior to starting such services. Owner shall not be responsible for the costs of Other Additional Services commenced without Owner's express prior written approval. Failure to obtain prior written approval for Other Additional Services waives A/E's claim that it performed Other Additional Services and, instead, such services will be deemed to be part of the Basic Services required of A/E hereunder.

4.3 Fees for additional services required to correct, modify, alter or change any work as a result of the A/E's failure to properly provide Contract Documents that reflect Owner's Project scope, time, quality and budget are not considered valid extra expenses under the terms of this Agreement.

ARTICLE 5
OWNER RESPONSIBILITIES

5.1 Owner, as represented by the Department of Construction Services and the Project Director, will provide information to A/E regarding the requirements of the Project including design objectives and constraints, space requirements, capacity and performance requirements and any budgetary limitations that are not addressed within the Scope of Work.

5.2 Owner shall assign and authorize its Project Director, as set forth in **Exhibit A**, to act on the Owner's behalf in transmitting instructions, receiving information and interpreting and defining Owner's policies and decisions with respect to the Project.

5.3 Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Other Additional Services or changes to this Agreement) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner's Project Director, unless otherwise stated by Owner in writing.

5.4 The Project Director will examine documents submitted by the A/E and render decisions in a reasonably timely manner to avoid unreasonable delay. The Project Director will observe the procedure of issuing orders to the CM through the A/E.

5.5 Except as may be otherwise expressly authorized by the School District of Manatee County, neither the Project Director nor any other party is authorized to issue any verbal or written orders or instructions to the A/E that would have the effect, or be interpreted to have the effect, of modifying or changing in any way the: (a) Scope of Work to be provided and performed by the A/E pursuant to the Agreement; or (b) the amount of compensation Owner is obligated or committed to pay A/E.

5.6 The Owner will retain a CM to manage the Project. The CM's duties are defined in the CM Agreement between the Owner and CM and a copy of the CM Agreement will be furnished to the A/E and will not be modified without written notice to the A/E.

5.7 The Owner will furnish, or direct the A/E to obtain, at the Owner's expense, a certified survey of the site including gradesand lines of streets, alleys, pavements, and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours, locations and dimensions of existing buildings, improvements and trees, available service and

utility lines and provide test borings and pits necessary for subsoil conditions. The A/E services in obtaining this data by others is included within the A/E Fee.

5.8 Owner shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports, if required.

5.9 Owner shall arrange and pay for legal, auditing and insurance counseling as Owner may require.

5.10 Project Director shall provide written notice to A/E of any deficiencies or defects discovered by Owner with respect to the services to be rendered by the A/E; however, no action or failure to act by the Project Director or the Owner shall relieve A/E from any of its duties or obligations set forth in the Agreement.

5.11 If the Construction Cost Estimate or detailed cost estimates are in excess of stated limits, the Owner may give written approval of an increase in the limit or cooperate in revising the Project to reduce the Project Total Cost. These approvals are available only through the completion of Stage III – Project Design and Development: Phase I – Schematic Design.

ARTICLE 6
CONSTRUCTION COST

6.1 Definitions

6.1.1 The construction cost shall be the total estimated cost to the Owner for construction of all elements of the Project designed and specified by the A/E including labor and materials furnished by Owner and any equipment designed, specified, selected or specially provided by the A/E (the "**Construction Cost**").

6.1.2 The Cost of Work shall include the Construction Costs, pre-construction services by CM, general conditions, the CM's reimbursable costs and bond costs. The Cost of Work shall not exceed the Owner's Construction Services Budget as set forth in Article 1.

6.1.3 Construction Cost and the Cost of Work do not include A/E compensation, amounts paid to the A/E's Consultants, land cost, right of way or any other Owner service costs.

6.2 Responsibility

6.2.1 The A/E shall assist the CM in evaluating the Owner's Total Project Budget and review the Construction Cost Estimates prepared by the CM. Neither the Owner nor the A/E has control over the cost of labor, materials, equipment, CM's method of determining bid prices, competitive bidding process, or market or negotiation conditions. The A/E does not warrant that bids or negotiated prices will not vary from the proposed Total Project Budget established or approved by the Owner, or estimates or cost evaluations provided by the CM.

6.2.2 No fixed limit of Construction Costs shall be established as a condition of this Agreement unless such fixed limit has been agreed upon by the Construction Team.

6.2.3 In the case of a fixed limit of Construction Costs being exceeded by the total of the figures from bona fide bids or negotiated proposals plus the CM's estimate of the other element costs, the Owner shall follow the requirements of Article 3.

ARTICLE 7
REIMBURSABLE EXPENSES

7.1 Reimbursable expenses are actual expenditures not incidental to the services described in Article 3 and not exceeding the limits of Section 112.061, *Florida Statutes*, made by the A/E in the interest of the Project. All reimbursable expenses require prior written authorization from the Owner. Owner shall not be responsible for the costs of reimbursable expenses incurred by A/E without Owner's express prior written approval. The following are considered legitimate reimbursable expenses and will be reimbursed by the Owner:

7.1.1 Transportation and living expenses of A/E employees when traveling in connection with services other than those defined in Article 3;

7.1.2 Reproduction of drawings and specifications excluding (1) copies for A/E use and sets required at each phase of the delivery process and (2) at termination of A/E or completion of the Project;

7.1.3 Premium portions of overtime, which are deemed reasonable by Owner, unless required by the A/E to maintain its own schedule;

7.1.4 Renderings or models for the Owner's sole use; and

ARTICLE 8
PAYMENTS TO THE A/E

8.1 The lump sum for the A/E Fee set forth in Article 2 of this Agreement shall be broken down into the stages and activities listed below and allocated per the percentages indicated below. The Owner shall make monthly payments for each stage or activity in proportion to the percentage of each stage or activity that is completed during the previous month:

Schematic Design	15%
Design and Development Phase	15%
Construction Documents Phase	35%
Issuance of Construction Authorization	5%
Construction Phase	30%
TOTAL	**100%**

8.2 Payments for Other Additional Services to the A/E as defined in Article 4 as a lump sum shall be paid in accordance with the written authorization.

8.3 Payments for Other Additional Services of the A/E as defined in Article 4 as a multiple of actual payroll costs and for reimbursable expenses as defined in Article 7, shall be made monthly upon presentation of a detailed invoice satisfactory to the Owner.

8.4 Payments Withheld

8.4.1 No deductions shall be made from the A/E's compensation on account of penalty, liquidated damages or other sums merely because payment is withheld from the CM, or because of changes in the construction cost other than those for which the A/E is held legally liable.

8.5 Request for Payment

8.5.1 A/E's request for payment must be presented on the Construction Services Form required by the Owner in the office of the Project Director no later than the 25th of each month. The A/E and the Project Director shall review the payment request, approve, as appropriate, and forward to the Owner by the first of the month following the month in which the A/E's request for payment was presented. Payment shall occur on the 10th of the month following the A/E's issuance of request for payment or the following business day should the 10th fall on a weekend or national holiday.

8.5.2 A/E's acceptance of final payment shall constitute a full waiver of any and all claims by it against Owner arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by A/E as unsettled at the time of the final payment. Neither the acceptance of A/E's services nor payment by Owner shall be deemed to be a waiver of any of Owner's rights against A/E.

8.5.3 The Owner and A/E waive Claims against each other for consequential, special and punitive damages arising out of or relating to this Agreement or the services provided by the A/E on the Project. The mutual waiver includes, but is not limited to: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the A/E for loss of business and reputation, and for loss of profit, except anticipated profit arising directly from the work.

8.5.4 Nothing in this Agreement is intended or shall be construed to require Owner to determine the adequacy, accuracy or sufficiency of the design, the Contract Documents or A/E's services, which are each A/E's responsibility. Owner's review, inspection, acceptance, or payment for any of A/E's services shall not constitute acceptance of services that fail to conform to the requirements of this Agreement, unless Owner expressly accepts such non-conforming services in writing.

8.6 Project Suspension or Abandonment

8.6.1 If the Project is suspended or abandoned in whole or part for more than three (3) months due to no fault of the A/E, the A/E shall be paid for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, including reimbursable expenses due. When the Project is resumed, the Architect shall be compensated for any actual expenses incurred in the interruption and resumption of the A/E's services and the time schedules shall be equitably adjusted. The A/E's fees for the remaining services shall not be adjusted unless the Owner, in its sole discretion, makes such an adjustment.

ARTICLE 9
A/E RECORDS

9.1 A/E shall keep accurate and adequate records and supporting documentation which concern or reflect its services hereunder, including but not limited to all Contract Documents, the accounting records of the A/E, the A/E's direct personnel, Consultants, and reimbursable expenses. The records and documentation shall be retained by A/E in editable electronic format for a minimum of ten (10) years from the date of termination of this Agreement or the date the Project is completed, or such longer period of time as may be required by law or this Agreement, whichever is later. Owner, or

any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation upon reasonable request and as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 Termination for Cause

10.1.1 A/E shall be considered in material breach of this Agreement and such breach will be considered cause for Owner to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to begin work under the Agreement within the time specified; or (2) failure to properly and timely perform the services to be provided hereunder or as directed by Owner; or (3) the bankruptcy or insolvency or a general assignment for the benefit of creditors by A/E or by any of A/E's principals, partners, officers or directors; or (4) failure to obey laws, ordinances, regulations or other codes of conduct, or (5) otherwise materially breaches this Agreement. Owner may terminate this Agreement in whole or in part by giving seven (7) days' written notice to A/E.

10.1.2 Notwithstanding anything herein to the contrary, the Owner may unilaterally terminate this Agreement for refusal by the A/E to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, *Florida Statutes*, made or received by the A/E, or its Consultants in conjunction with this Agreement.

10.2 Termination for Convenience

10.2.1 Upon not less than seven (7) days' written notice, the Owner may terminate A/E's services under this Agreement, in whole or in part, for Owner's convenience and without cause in accordance with this clause. Upon termination, the A/E shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by A/E that are directly attributable to the termination, but A/E shall not be entitled to any other or further recovery against Owner, including anticipated fees, profit on work not required to be performed, or attorneys' fees and costs. The Owner, in its sole and reasonable discretion and based upon the approved Project Schedule, shall determine the percentage of work completed.

10.2.2 Upon termination as set forth herein, A/E shall deliver to Owner all Project documents including all papers, plans, records, documents, auto CAD Files, drawings, calculations, models and other materials in A/E's possession or control arising out of or relating to this Agreement. All such documents submitted to the Owner at the time of termination may be used by the Owner for the purpose of completing the Project and other purposes set forth in this Agreement. The A/E shall retain the right to use the design documents created by A/E in any manner consistent with this Agreement, which does not hamper completion of the Project, if such use does not violate any law protecting confidential information.

10.3 A/E may terminate this Agreement upon not less than seven (7) days' written notice to Owner, which identifies the specific reason for termination, should the Owner fail to substantially perform in accordance with the terms of this Agreement through no fault of the A/E.

10.4 Owner and A/E may terminate this Agreement by mutual written agreement.

ARTICLE 11
OWNERSHIP AND USE OF DOCUMENTS
AND INTELLECTUAL PROPERTY

11.1 All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for A/E, or otherwise provided to Owner, pursuant to this Agreement shall be considered to be Contract Documents. To the extent they have any such rights, unless relinquished under this Article 11, A/E and its Consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Contract Documents.

11.2 A/E shall grant, and hereby does grant, Owner an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Contract Documents in which A/E has or may have any rights: (1) as reasonably necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project: (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.3 A/E shall obtain from each of A/E's Consultants (which includes subconsultants, contractors, subcontractors, agents and representatives) either an assignment from the Consultant to Owner of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Contract Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from A/E's Consultant to Owner, granting Owner the right to reproduce, create derivatives of, distribute, and use all Contract Documents in which A/E's Consultant has or may have any rights: (1) as reasonably necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Agreement; (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.4 A/E shall grant, and hereby does grant, Owner, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license: (1) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Contract Documents; and (2) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by A/E or A/E's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.

11.5 Owner acknowledges that, in granting the licenses herein, A/E and A/E's Consultants have not agreed to provide the following services to Owner for any future project for which Owner uses any license granted herein: Code Compliance (including, but not limited to, Building Code changes, statutory changes, SREF changes), Educational Program changes, Enhanced Hurricane Protection Area (EHPA) requirements, advanced energy efficiencies, permits, inspections, field reports, civil engineering for future site(s), Educational Specifications, schematic design or design development

documents, signed and sealed permit drawings (including but not limited to those drawings submitted to SWFWMD and/or BO), submittal or shop drawing reviews, architect supplemental instructions (ASIs), responses to requests for information (RFIs), updates to project specifications, as-builts, LEED or Green Globes calculations or energy modeling, life cycle cost analysis, color selections, interior design, color boards for Owner approval, filings for governmental authorities (including, but not limited to Manatee County, City of Bradenton, City of Palmetto), landscape design, pre-construction meetings, jobsite meetings, special meetings, approvals of budget transfers, approvals of CM pay applications, and/or approval of any other project documents.

11.6 All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. A/E consents to Owner's use of the Contract Documents to complete the Project following A/E's termination for any reason or to perform additions to or remodeling or renovations of the Project. In the event of any such termination, A/E hereby consents to any use of any and all Contract Documents by any replacement architects, contractors, engineers or other professionals retained by Owner provided, however, A/E shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and Owner agrees to indemnify and hold A/E harmless from any such liability related to design work performed by the replacement architect.

11.7 A/E, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by Owner to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights Owner has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to Owner.

11.8 A/E shall, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by Owner, provide to Owner: (1) reproducible copies of all Contract Documents; (2) written copies of all licenses and assignments obtained by A/E from A/E's Consultants pursuant to Section 11.3; and (3) a written license from A/E to Owner pursuant to Section 11.2. Wherever practical, all such copies of the Contract Documents shall be provided in both editable electronic form and in hard paper form. A/E shall not be responsible for inadvertent errors caused by the electronic transmission of Contract Documents unless it knew or reasonably should have known of such errors and failed to promptly notify Owner in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by A/E, the hard paper copy shall control.

11.9 Without limitation, Owner may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project. Owner shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Contract Documents as appropriate to and for use in connection with the completion of the Project or Owner's exercise of any right or license granted herein or pursuant to this Agreement.

11.10 A/E warrants to Owner that it has full right and authority to grant the licenses specified herein to Owner. A/E hereby represents and warrants that all Contract Documents, architectural works, or other works developed, authored, or provided to Owner pursuant to this Agreement shall be original work of A/E or A/E's Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. To the fullest extent permitted by law, A/E shall indemnify, protect and hold harmless Owner

and its agents, employees, officers and Board Members from and against all liabilities, damages, losses and costs, including reasonable attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Contract Document, architectural work, or other work developed or authored by A/E or A/E's Consultants, or provided to Owner by A/E, pursuant to this Agreement infringes any intellectual property right, including copyright, of any person.

ARTICLE 12
INSURANCE

12.1 During the term of this Agreement or for such longer period as otherwise specified herein or required by applicable law, A/E shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described herein. All insurance shall be from companies duly authorized to do business in the State of Florida.

12.2 Within ten (10) days from the execution of this Agreement, A/E shall deliver to Owner properly executed Certificates of Insurance and required additional insured endorsements in form acceptable to Owner evidencing the fact that A/E has acquired and put in place the insurance coverages and limits required hereunder. The Certificates of Insurance must identify the specific Project name, as well as the site location and address. A/E shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by Owner.

12.3 A/E shall notify Owner, in writing, within five (5) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by A/E from its insurer. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, A/E shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

12.4.1 The term "The School Board of Manatee County, Florida" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the Manatee County School District and the Public School System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.4.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, shall name the Indemnitees (as that term is defined within this Agreement) as additional insureds as to the operations of A/E under the Contract Documents pursuant to additional insured endorsements acceptable to Owner and shall contain a provision regarding severability of interests.

12.4.3 Companies issuing the insurance policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of A/E.

12.4.4 All insurance coverages of A/E shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by A/E shall not apply to any insurance or self-insurance program carried by Owner applicable to this Project.

12.4.5 All insurance policies shall be fully performable in Manatee County, Florida, and shall be construed in accordance with the laws of the State of Florida.

12.4.6 All insurance policies must expressly state that the insurance company will accept service of process in Manatee County, Florida, and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Manatee County, Florida.

12.5 The acceptance by Owner of any evidence of the insurance coverages and limits required in this Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance comply with the requirements of this Agreement.

12.6 If any insurance provided pursuant to this Agreement expires prior to the completion of the services required hereunder or specified tail or completed operations period, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner thirty (30) days prior to the date of expiration.

12.7 Should at any time A/E not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement or, at its sole discretion, shall be authorized, but not required, to purchase such coverages and charge A/E for such coverages purchased. If A/E fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due A/E under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

12.8 To the extent damages are covered by property insurance, Owner and A/E waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Owner or A/E, as appropriate, shall require similar waivers (in favor of the parties enumerated herein) from the contractors, consultants, agents and employees of any of them.

12.9 All insurance companies from whom A/E obtains the insurance policies required hereunder must meet the following minimum requirements:

12.9.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

12.9.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.

12.9.3 The insurance company must be listed in the most current edition of Best's Key Rating Guide, have a rating classification of either "A" or "A+" and a financial size category rating of class IV or higher.

12.10 Unless otherwise stated herein, and before starting and until completion of all services required hereunder, A/E shall procure and maintain insurance of the types and to the limits set forth below.

A/E shall also require each of its Consultants to procure and maintain, until the completion of that Consultant's services or for such longer period as otherwise specified herein or required by applicable law, insurance of the types and to the limits specified below unless such insurance requirement for the Consultant is expressly waived in writing by Owner. All self-insured retentions or deductibles will be A/E's sole responsibility.

12.11 Professional Liability Insurance

12.11.1 A/E shall maintain a professional liability policy, including errors and omission coverage, insuring A/E's liability arising out of the performance of professional services under this Agreement including for any negligent act, error, mistake or omission in rendering or failing to render professional services described in this Agreement whether committed or alleged to have been committed by the A/E or any person employed by the A/E or by others for whom the A/E is legally responsible. A/E shall continue the coverage amounts specified herein for a period of not less than five (5) consecutive years after Project Final Completion. No "sunset" limitation shall apply. The policy retroactive date will always be prior to the date services were first performed by A/E for Owner, and the retroactive date will not be moved forward during the term of the Agreement and for five (5) years thereafter.

12.11.2 The policy shall be issued to the A/E as the insured named therein, covering all services to be performed by the A/E on the Project. A/E waives its right of recovery against Owner as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees.

12.11.3 Policy Amounts

12.11.3.1 For projects with a Total Project Budget of less than $5,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage, for the acts and omissions of the A/E, in the amount of $1,000,000.00 with an aggregate of $1,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $25,000.00.

12.11.3.2 For projects with a Total Project Budget of more than $5,000,000.00 but less than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage, for the acts and omissions of the A/E, in the amount of $2,000,000.00 with an aggregate of $2,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $100,000.00.

12.11.3.3 For projects with a Total Project Budget of more than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage for the acts and omissions of the A/E in an amount as set by the schedule established by the Owner's Risk Management Department determined on a case-by-case basis using a scaled ratio according to the total value of the Project with a deductible or self-insured retention of no more than $100,000.00.

12.12 Commercial General Liability

12.12.1 A/E shall maintain a commercial general liability policy that is written on an "occurrence" basis. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. If A/E provides any construction work, it must also include Products and Completed Operations Coverage, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following Final Completion. Applicable deductibles or self-insured retention, not to exceed $25,000.00, shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	$3,000,000.00
Products - Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Medical Expenses per Person	$5,000.00
Site Specific Project Aggregate Limits	same as above

12.13 Automobile Liability

12.13.1 A/E shall maintain an automobile liability policy as to ownership, maintenance and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage and Liability:	$1,000,000.00 Combined Single Limit Each Accident Limit Each Accident

The insurance company shall waive its rights of subrogation against the Indemnitees.

12.14 Worker's Compensation and Employer's Liability Insurance

12.14.1 A/E shall maintain worker's compensation and employer's liability insurance coverage during the terms of this Agreement for all employees engaged in the services performed under this Agreement, in accordance with the laws of the State of Florida. The insurance company shall waive its rights of subrogation against the Indemnitees. The amount of such insurance shall not be less than:

Worker's Compensation:	Florida Statutory Requirements	
Employer's Liability:	$500,000.00	Limit Each Accident
	$500,000.00	Limit Disease Aggregate
	$500,000.00	Limit Disease Each Employee

12.15 Umbrella Liability Insurance or Excess Liability Insurance

12.15.1 A/E shall obtain an umbrella liability insurance or excess liability insurance policy for not less than $3,000,000.00 each occurrence and aggregate. Such coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Project, and the specific Project aggregate limits shall be evidenced by the use of an endorsement approved by Owner. The insurance company shall waive its rights of subrogation against the Indemnitees.

ARTICLE 13
CLAIMS AND DISPUTES

13.1 Claims and Disputes

13.1.1 This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, without regard to its choice of law provisions.

13.1.2 The term "**Claim**" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

13.1.3 A/E shall provide notice of any Claim in writing to Owner within seven (7) calendar days after the first day of the event giving rise to such Claim or else A/E shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else A/E shall be deemed to have waived the Claim.

13.1.4 A/E shall proceed diligently with its performance of services as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with this Agreement during the pendency of any Claim.

13.1.5 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. The negotiation shall be attended by representatives of A/E with full decision-making authority and by Owner representatives who would make the presentation of any settlement reached during negotiations to the School Board of Manatee County. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of A/E with full decision-making authority and by Owner representatives who would make the presentation of any settlement reached during mediation to the School Board of Manatee County. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

13.2 Litigation

13.2.1 Any litigation between Owner A/E, whether arising out of any Claim, services provided by the A/E on the Project or arising out of the Agreement or any breach thereof, shall be

brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and A/E each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and A/E shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. A/E consents and submits to the jurisdiction of any such court and agrees to accept service of process in any matter to be submitted to any such court.

13.2.2 In the event of any Claim or dispute arising out of the Agreement or the services provided by A/E on the Project, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

ARTICLE 14
INDEMNIFICATION

14.1 Indemnification

14.1.1 To the maximum extent permitted by applicable law, A/E shall indemnify and hold harmless The School Board of Manatee County, its agents, employees, officers and Board Members ("**Indemnitees**") from and against any and all liabilities, damages, losses, expenses and costs, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of A/E or anyone employed or utilized by A/E in the performance of this Agreement including A/E's Consultants. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described within this Agreement. A/E's indemnification obligations under this Agreement, including those specified herein, shall be deemed part of the Project Specifications and to fully comply with Section 725.08, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to comply with Section 725.08, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that A/E's indemnification obligations comply fully with Section 725.08, *Florida Statutes*, including any amendments, in all respects. A/E's indemnification obligations in this Agreement are in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

14.1.2 The duty of A/E to indemnify and hold harmless the Indemnitees includes the separate and independent duty to Indemnitees, which duty arises immediately upon receipt by A/E of the tender of any indemnity claim from an Indemnitee which under the written content of the claimant's description of its claim reasonably appears to be within A/E's indemnification obligation. A/E's obligation to the Indemnitee(s) shall be at A/E's sole expense. A/E shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by A/E shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. By proceeding to an indemnity claim, A/E shall not be deemed to have admitted to

an obligation to provide indemnification and defense and A/E may provide a defense under a written reservation of rights.

ARTICLE 15
SPECIAL PROVISIONS

15.1 Successors and Assigns

15.1.1 The Owner and the A/E each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of the Agreement. Neither the Owner nor the A/E shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Any attempted assignment in violation of this prohibition is void.

15.2 Public Entity Crime Information Statement

15.2.1 By its execution of this Agreement, A/E acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a), *Florida Statutes*, which reads as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

A/E must notify Owner within thirty (30) days after a conviction of a public entity crime applicable to A/E or to an affiliate of A/E.

15.3 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number **1688394**.

15.4 Truth-In-Negotiation

15.4.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the A/E certifies that wage rates and other

factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

15.5 Compliance with Jessica Lundsford Act

15.5.1 The School District of Manatee County and State of Florida, requires all A/Es, CMs, contractors and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless Owner for any claims made against Owner related to the failure to comply with Section 1012.465 and Section 1012.32, *Florida Statutes*. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

15.6 Sovereign Immunity

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

15.7 Public Records

15.7.1 Custodian of Public Records

IF THE A/E HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE A/E'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PUBLIC RECORDS CUSTODIAN, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

15.7.2 The A/E must comply with public records law and specifically:

15.7.2.1 Keep and maintain public records required by Owner to perform the service.

15.7.2.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

15.7.2.3 Ensure that public records in the A/E's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Owner.

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

15.8 Equal Employment Opportunity / Non-Discrimination

15.8.1 In performing all services to be provided hereunder, A/E shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. A/E shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: (1) employment, upgrading, demotion or transfer; (2) recruitment or recruitment advertising; (3) layoff or termination; (4) rates of pay or other forms of compensation; and (5) selection for training, including apprenticeship. A/E shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity/ Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15.8.2 Consistent with Section 287.134, *Florida Statutes*, A/E or its affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to Owner; may not submit a bid, proposal, or reply on a contract with Owner for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to Owner; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Owner; and may not transact business with Owner.

15.9 Prohibition Against Contingent Fees

15.9.1 The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the A/E any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Basic Services Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15.10 Conflict of Interest

15.10.1 A/E represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. A/E further represents that no persons having any such interest shall be employed to perform those services.

15.11 No Waiver

15.11.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

15.12 Severability

15.12.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

15.13 Notices

15.13.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, or (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the date of email transmission or upon the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

15.13.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
John R. Williams
1 Matzke Way
Bradenton, Florida 34208
Attention: John R. Williams
Email: williams12j@manateeschools.net

15.13.3 Notices, consents or approvals required or permitted to be given to A/E shall be delivered to A/E at:

Osborn Engineering
360 Central Avenue, Suite 1150
St. Petersburg, Florida 33701
Attention: Jonathan Gotwald
Email: Jgotwald@osborn-eng.com

15.13.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

ARCHITECT/ENGINEER:

By: _____
(Corporate Secretary Signature)

By: _____
(Corporate Executive Vice President Signature)

Jennifer Stull
(Type Corporate Secretary Name)

Scott A. Vura
(Type Corporate Executive Vice President Name)

As Witnessed:

_____

Osborn Engineering
(Type Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As To Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Approved As To Form and Legality: _____, General Counsel

Superintendent of Schools _____

School Board Chairman: _____

Witness: _____

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director:	John R. Williams
SBMC Project Assistant	Melody BonAmi
Architect (Engineer)	Osborn Engineering
Civil Engineers	Osborn Engineering
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	Osborn Engineering
Construction Manager	Justin Williams John F. Swift Construction
SBMC Instructional Member	TBD
SAC Member	TBD

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of **12** 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	**N/A** per project
Structural Engineer	**N/A** per project
MEP	**2** per project
Civil Engineer	**12** per project
Landscape Architect	**N/A** per project

EXHIBIT C

2.2.2.1 A/E
N/A

Classification	Title	Hourly Rate
Principals	President	$N/A
	Vice President	$N/A
	Other Principals	$N/A
	Associate Architect	$N/A
	Senior Project Architect	$N/A
Supervisory	Architects	$N/A
	Project Manager	$N/A
Intern Architect	Intern Architect	$N/A
Interiors	Interior Designer	$N/A
Technical Staff	Technician I	$N/A
	Technician II	$N/A
	Historic Preservation Specialist	$N/A
	Clerical	$N/A
	Expert Testimony	$N/A

2.2.2.2 Civil Engineer
Osborn Engineering
360 Central Avenue, Suite 1150
St. Petersburg, Florida 33701

Classification	Hourly Rate
Principal Engineer/P.E.	$ 73.19 (Director)
Project Manager/P.E.	$ 53.94 (Sr. Project Manager)
Project Engineer III/Project Manager III	$ 43.27 (Sr. Engineer)
Project Engineer II/Project Manager II	$ 31.25 (Project Engineer)
Project Engineer I/Project Manager I	$ 30.05 (Engineer 3)
Designer/Technician/Const. Observ. III	$ 31.25 (Project Engineer)
Designer/Technician/Const. Observ. II	$ 30.05 (Engineer 3)
Designer/Technician/Const. Observ. I	$ N/A (Designer 2)
Draftsman/Illustrator III	$ N/A (Designer 3)
Draftsman/Illustrator II	$ N/A (Designer 1)
Draftsman/Illustrator I	$ 25.00 (Designer 1)
Administrative/Clerical	$ 27.40 (Admin 1)

2.2.2.3 Structural Engineer
N/A

President	$N/A
Senior Principal	$N/A
Principal	$N/A
Senior Project Manager	$N/A
Project Manager	$N/A
Senior Design Engineer	$N/A
Design Engineer	$N/A
Senior CADD Operator	$N/A
CADD Operator	$N/A
Senior Field Representative	$N/A
Field Representative	$N/A
Clerical	$N/A

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
Osborn Engineering
360 Central Avenue, Suite 1150
St. Petersburg, Florida 33701

Division Director/Sr. Engineer	$73.19 (Director)
Sr. Engineer/Project Engineer	$53.94 (Sr. Engineer)
Engineer II/Design Specialist	$43.27 (Sr. Project Engineer)
Engineer I/Designer II	$31.25 (Project Engineer)
Graduate Engineer/Designer I/Technician II/ Executive Secretary	$25.00 (Designer 1)
Technician I/Division Secretary	$25.00 (Co-Op)
Secretary/Receptionist/Clerk	$27.40 (Admin 1)

2.2.2.5 Landscape Architect:
N/A

Principal	$N/A
Associate	$N/A
Draftsman	$N/A
Secretarial	$N/A

2.2.2.6 Other: **N/A**

EXHIBIT D

A. Add to Project Description

N/A

AGENDA ITEM NO. 9.21

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Manatee and Palmetto High School - Football Field Turf Replacement - Agreement Between Owner and Jon F. Swift Construction - Preconstruction Services, in the Amount of $12,831.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Jon F. Swift Construction. This agreement authorizes the preconstruction services required to assist with the design, budget, and scheduling with the Project Team for the replacement of the existing Football Stadium turf. The Project scope of work will include but is not limited to the replacement of the existing Football Stadium's natural turf field with a synthetic turf system.

The Manatee & Palmetto High School - Football Field Turf Replacement Summary Sheet is attached for reference.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
Superintendent recommends approval of the Manatee and Palmetto High School - Football Field Turf Replacement - Agreement between Owner and Jon F. Swift Construction - preconstruction services, in the amount of $12,831.00.

Financial Impact
The construction management fee for preconstruction is not to exceed $12,831.00 and is included in the total project budget of $2,220,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. This project is funded by Sales Tax Proceeds.

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Manatee & Palmetto High School -Football Field Turf Replacement Summary Sheet
Manatee & Palmetto High School Football Field Turf Replacement - CM Contract

Manatee High and Palmetto High School Football Field Turf Replacement

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Osborn Engineering	Currently on the District's continuing contract lists.
CONSTRUCTION MANAGER:	Jon F. Swift Construction	Currently on the District's continuing contract lists.
BUILDING OFFICIAL:		Currently on the District's continuing contract lists.

PROJECT BUDGET: $2,220,000.00 Original Project Budget (10/11/22)

SCOPE: Replacement of the existing Football Stadium natural turf field with a synthetic turf system.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:		October 11, 2022	Approved	Continuing Contracts List
Agreement:	$143,000.00	November 8, 2022	Pending	Architectural/Engineering Services
TOTAL	**$143,000.00**			
CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:		October 11, 2022	Approved	Continuing Contracts List
Agreement:	$12,831.00	November 8, 2022	Pending	Pre-Construction
Substantial Completion:				
Change Order #1:				
TOTAL	**$12,831.00**			
BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:				
Agreement:		N/A		
TOTAL				
OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$0.00			
TOTAL	**$0.00**			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

SBMC CONTRACT NO:	CON#
PROJECT NAME AND LOCATION:	Manatee High School and Palmetto High School Football Field Upgrades – Synthetic Turf 902 33rd Street Court West, Bradenton, Florida 34205 1200 17th Street West, Bradenton, Florida 34221 Manatee County, Florida
PROJECT DESCRIPTION AND SCOPE OF WORK:	**DESCRIBE THE SCOPE OF WORK** (hereinafter, the "**Scope of Work**"). **Replacement of the existing Football Stadium natural turf field with a synthetic turf system.** Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is **$2,220,000.00** and is comprised of the following:

1. Design Services	$ 144,300.00
2. Construction Services	$1,887,000.00
3. Owner Services	$ 188,700.00
4. FF&E and Technology	$ 0.00
TOTAL PROJECT BUDGET:	$ 2,220,000.00

ANTICIPATED NOTICE TO PROCEED:	**November 08, 2022**
SUBSTANTIAL COMPLETION:	TBD
FINAL COMPLETION:	TBD
ARCHITECT/ENGINEER ("**A/E**"):	Osborn Engineering 360 Central Avenue, Suite 1150 St. Petersburg, Florida 33701 (727) 209-0436 Jgotwald@osborn-eng.com
CONSTRUCTION MANAGER ("**CM**"):	Jon F. Swift, Inc. 2221 8th Street Sarasota, Florida 34237 (941) 951-6100 Jason@jonfswiftinc.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this **8th** day of **November** in the year **2022** by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the Jon F. Swift, Inc. 2221 8th Street, Sarasota, Florida 34237, Federal Tax ID Number 59-1897037, General Contractor License Number CGC057668, for CM to perform all work in connection with the management and construction of **Football Field Synthetic Turf Systems** (the "**Work**"), located at **Manatee High School and Palmetto High School**, said Work being set forth in the plans and specifications prepared by Osborn Engineering, the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

ARTICLE 1
RELATIONSHIP OF PARTIES, EXTENT OF THE AGREEMENT AND DEFINITIONS

1.1 Relationship of Parties

1.1.1 The Construction Team

1.1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together throughout the entire Construction Management at Risk delivery process.

1.1.1.2 The A/E shall provide leadership to the Construction Team on all matters relating to design.

1.1.1.3 The CM shall provide leadership to the Construction Team on all matters relating to construction.

1.1.2 The CM

1.1.2.1 The CM accepts the relationship of trust and confidence established by this Agreement. CM agrees to cooperate with A/E; to utilize CM's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner.

1.1.2.2 CM acknowledges that: (1) it has represented to Owner that it has specific expertise in the planning, management and construction of school facilities, and (2) that such representation is a material inducement to Owner to enter into the Agreement.

1.1.2.3 CM shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Agreement shall create an employment or agent relationship between the parties.

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction

over it and over the Work and the Project and that it is familiar with the local and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

1.1.2.5 Notwithstanding anything to the contrary in the Contract Documents, CM is fully responsible to Owner for all duties of CM under the Contract Documents, including the construction means, methods, techniques, sequences and procedures in performing the Work, for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement despite CM's delegation of the responsibility therefor to any of its subcontractors.

1.1.2.6 In no event shall Owner be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

1.2 Extent of Agreement

1.2.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews, and, together with them, comprises the full and entire agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements.

1.2.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the CM unless in writing and executed by the Owner and CM.

1.2.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.2.4 The Owner and CM acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.2.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.2.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of the CM's representations, indemnifications, warranties, and guarantees made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of CM's Work or termination or completion of the Agreement or termination of the Work of CM.

1.2.7 This Agreement shall not be recorded.

1.2.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.3 Definitions

1.3.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.3.2 "**Project Director**" means the person designated by the Owner's Director of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work.

1.3.3 "**Subcontractor**" means any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the CM. The CM shall be solely responsible for and have control over the Subcontractors. CM shall negotiate all Change Orders and Request for Proposals with all affected Subcontractors and shall review the costs of those proposals and advise Owner and A/E of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order or Amendment from Owner.

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$1,887,000.00** , including the CM Fee and Cost of Work as further identified below:

Construction Costs	$1,874,169.00
General Conditions	$TBD
Overhead and Profit (CM Fee)	$TBD
Preconstruction	$ 12,831.00
Unforeseen Conditions	$TBD
Bond	$TBD
TOTAL	$1,887,000.00

1.3.5 "**Contract Amount**" shall mean the following amounts that Owner agrees to pay, or cause to be paid, to the CM for the full and faithful performance by CM of the covenants set forth in this Agreement in accordance with the terms of the Agreement:

1.3.5.1 Preconstruction Phase Services

(a) For all Preconstruction Phase Services provided in Stages I – III, as defined herein, CM shall receive the amount identified in Section 6.3.1.11 below ("**Preconstruction Costs**").

(b) The Preconstruction Costs will be invoiced monthly by CM in accordance with Section 6.3.1.11 below.

1.3.5.2 Construction Phase Services

(a) With respect to the Construction Phase Services to be provided by CM in Stage IV, as herein defined, Owner shall reimburse CM for the Cost of Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee of $**TBD** based on the Cost of Work, excluding stored materials, Reimbursable Costs, retainage, and costs for insurance and bonds, established at the time the GMP is set by the parties (the "**CM Fee**"). The CM Fee shall be the CM's total compensation for all overhead not reimbursable as the Cost of Work, as defined herein, as well as the CM's total profit for Construction Phase Services.

1.3.6 "**Contract Documents**" consist of this Agreement, the Exhibits described herein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's GMP Proposal, the Contract Documents will also include the GMP Amendment.

1.3.6.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments and Change Orders with those of a later date having precedence over those of an earlier date;

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

1.3.7 "**Substantial Completion**" means that: (1) the Project is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.3.8 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated in **Exhibit C** have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.3.9 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the Construction Work through the date required for Substantial Completion and Final Completion of the Work.

1.3.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project.

ARTICLE 2
CM SERVICES

2.1 The CM agrees to provide construction management services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement. The modified Construction Management at Risk delivery process includes:

2.1.1 Stage I – District Project Planning

2.1.1.1 The CM agrees to the Project Description and Scope of Work, the Construction Services Budget, the Substantial Completion date and the Project Schedule as set forth herein. The CM further agrees that the site is appropriate and that the Construction Services Budget is adequate for performance of the Work. The CM agrees that the level of quality of the Project is defined through the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**") and other requirements set forth in the Contract Documents.

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, budget, schedule and quality; and

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, budget, schedule and quality as adequate and appropriate.

2.1.2.2 Project Schedule

(a) The CM shall prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and shall be produced and updated monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and A/E.

2.1.2.3 CM shall familiarize itself thoroughly with the evolving plans and specifications and shall follow the development of design from Schematic Design through Construction Documents Phase. The CM is not responsible for ascertaining that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, or other regulations. However, if CM discovers a conflict, error or discrepancy in the Contract Documents, including during performance of the Work, CM shall report same to A/E and Owner in writing within five (5) days of discovering same, and before proceeding with the Work affected, shall obtain a written interpretation or clarification from A/E.

2.1.2.4 Construction Cost Estimate

(a) CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction Costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same.

(b) The CM shall update and issue the Construction Cost Estimate at the completion of each Phase of Stage III services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – more detail with supporting data

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP

ii. 100% Drawings – issuance of final GMP Proposal

(c) CM acknowledges that an accurate Construction Cost Estimate is critical to Owner's ability to establish and verify its Total Project Budget and, therefore, CM shall work closely with A/E and use its best skill and judgment as a contractor familiar with the construction industry in the locality of the Project in preparing its Construction Cost Estimate.

(d) If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(e) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. Any recommendations and advice by the CM concerning design alternatives or value engineering shall be subject to the approval of the Owner's Project Director and the A/E.

2.1.2.5 Stage III – Project Design and Development

(a) At the completion of Stage III: Phase I – Schematic Design, the CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 13. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project.

(b) At the completion of Stage III: Phase II – Design Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that with professional assistance and appropriate use of value engineering, the Design Development is in conformance with the Project Scope of Work and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(c) The CM shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may furnish material or equipment for each principal portion of the Work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(d) Advertising, Bidding and Awarding of Contracts shall be completed per State Requirements for Educational Facilities (SREF), Section 4.2(2).

(e) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30) calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(f) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

(1) Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E fees; or

(2) Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction. If the CM Agreement is terminated under this section, CM's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination together with any retainage withheld and reasonable termination expenses incurred, but CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

(a) When the Owner determines that the drawings and specifications are 100% complete, the CM shall provide a GMP Proposal.

(b) The GMP Proposal shall include the CM Fee and represent the sum total of all costs associated with completing the Work. The GMP Proposal shall also include an itemized statement of CM's General Conditions expenses for the Project, which, once agreed to by Owner shall be specifically included within the GMP Amendment. The CM's General Conditions expenses are to be paid as the Work progresses with each Application for Payment based on percentage of completion of Work. The itemized statements shall be in form and substance and with such detail as may be required by Owner. General Conditions expenses shall each be line items in the Schedule of Values to be included within the GMP Amendment.

(c) The GMP Proposal shall also include a proposed Construction Schedule, as defined herein, which, once approved, shall be attached to the GMP Amendment.

(d) If the Owner determines the drawings and specifications are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not include changes in scope, systems, materials or equipment.

(e) The GMP Proposal shall include a written statement thoroughly explaining the foundation on which the GMP is based including, but not limited to the following:

(1) A complete list of all drawings and specifications used to prepare the GMP;

(2) All addenda and changes in conditions of the Agreement used to prepare the GMP;

(3) A complete list of Owner provided allowances and a statement explaining the CM's understanding of their use;

(4) The proposed date of an Owner-approved Substantial Completion; and

(5) A detailed list of assumptions, exclusions, allowances and clarifications that were made in preparing the GMP.

(f) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(g) The CM shall not incur any reimbursable Construction Costs, as outlined in Article 6, prior to the Owner's acceptance of the CM's GMP Proposal and issuance of a Notice to Proceed.

(h) Upon the Owner's acceptance of the GMP Proposal, the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and establish the Agreement's GMP, Contract Time, and liquidated damages for incorporated phases of work.

(i) The GMP shall include only those taxes enacted at the time the GMP is established.

(j) If the GMP exceeds the Owner's Construction Services Budget, the terms of Sections 2.1.2.5(e)(2) and 2.1.2.5(f) shall apply.

2.1.2.7 Bonds

(a) Within ten (10) business days after the GMP is approved by Owner and CM and before any portion of the Construction Work to be covered by such bonds is commenced, CM shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the form prescribed by AIA A312-2017 forms or those forms provided within Section 255.05, *Florida Statutes*, in the amount of one hundred percent (100%) of the total sum of the GMP, the costs of which are to be paid by CM. The Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

(1) The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Bonds must be fully performable in Florida, with service and venue in Manatee County, Florida.

(b) In accordance with the requirements of Section 255.05(1)(a), *Florida Statutes*, CM shall record in the Public Records of Manatee County, Florida, a copy of the Bonds. CM shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to CM hereunder.

2.1.3 Stage IV – Project Construction and Warranty

2.1.3.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract;

(2) Undertake the Work with CM forces; or

(3) Issue a Purchase Order for materials or equipment required for the Work.

2.1.3.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) Following development and approval of the Construction Schedule, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner and A/E.

(c) The Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method ("**CPM**") schedule. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include estimated activity manpower, anticipated quantities, and production rates.

(d) If the Construction Schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require the CM to submit information or documentation including an updated schedule to describe the CM's plan to complete the remaining Work by the required milestone date.

2.1.3.3 Bidding and Subcontracts

(a) Unless authorized by Owner, all work shall be performed under subcontracts held by the CM. The CM shall not bid any of the subcontractor work or perform such work with its own forces without prior written consent of the Project Director.

(b) The CM shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(c) The CM shall obtain bids from subcontractors and open such bids in the presence of the Construction Team, specifically the Project Director and A/E. The Construction Team will then analyze the bids and deliver such bids to the Project Director and A/E.

(d) The Project Director will determine, with the advice of the CM and subject to the reasonable objection of the A/E, which bids will be accepted and indicate his or her acceptance by signing the bid tabulation form for each work scope.

(e) The CM shall not be required to contract with any firm with whom the Owner has a reasonable objection. The CM shall provide the Owner with the scope sheet(s) indicating the apparent responsive and responsible subcontractor bids.

(f) Equal Employment Opportunity / Non-Discrimination: In performing all services to be provided hereunder, CM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CM shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for

training, including apprenticeship. CM shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

2.1.3.4 CM Construction Services

(a) Prior to the commencement of Work, CM may attend a preconstruction conference with Owner and A/E and others, as appropriate for the particular needs of the Project, to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or A/E with respect to the Project, when directed to do so by Owner or A/E. CM shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or A/E.

(b) The CM shall manage, schedule and coordinate the work, including the work of subcontractors and coordinate the work with the activities and responsibilities of the Project Director, A/E and CM in order to complete the Project in accordance with the Owner's objectives of scope, budget, schedule and quality.

(c) The CM shall provide for all job-site facilities necessary to enable the CM, the Project Director, Building Official and the A/E to perform their respective duties.

(d) Supervision and Contractor Representative

i. CM is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. CM is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents.

ii. The CM shall maintain exclusively for this Project sufficient off-site support staff and competent full-time staff at the Project site authorized to act on behalf of CM to coordinate, inspect, provide general direction and direct the Work and progress of the subcontractors. The CM's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Project Director's consent. The CM's Project Manager, as defined herein, shall have authority to act on behalf of CM. All communications given to the CM Project Manager shall be as binding as if given to CM. The Owner's Project Director shall have the right to direct the CM to

remove any on-site personnel whose performance is unsatisfactory to the Owner. In such event, the CM shall promptly replace such personnel without additional compensation for that replacement.

iii. The CM, in conjunction with the Project Director, shall establish on-site organization and lines of authority to implement the overall plans of the Construction Team.

iv. CM shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and A/E. Owner and A/E may attend meetings between CM and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of CM to administer the subcontracts.

v. CM shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to CM.

vi. CM shall develop and maintain a program, acceptable to Owner and A/E, to assure quality control of the Work. CM shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and CM shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

vii. Should a disagreement occur between CM and A/E over the acceptability of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

(e) CM shall provide the following job site administration functions during construction to assure proper documentation, including the following:

(1) Job Meetings: CM shall arrange and conduct regular Project status meetings with the Construction Team. CM shall prepare written minutes of job meetings described in this section and deliver copies of such written minutes to Owner and the A/E within five (5) days of each meeting.

(2) PMIS Reports: The CM shall provide a Project Management Information Summary (PMIS) monthly report describing the current cost and payment status of the entire Project. These PMIS reports shall indicate all current encumbrances on and expenditures of the GMP budget. Components of the PMIS are set forth in **Exhibit E**.

(3) Daily Job Logs: The CM shall record the progress of the Work and prepare a daily job log containing a record of weather and CM

employees and subcontractors on site including number of workers and work accomplished. The log shall be maintained at the Project site or electronically and made available to the A/E and the Project Director at all times.

(4) Logs for RFIs, Submittals/Shop Drawings, Etc.: The CM shall maintain a log of Requests for Information (RFIs), submittals and shop drawings, status of the Unforeseen Conditions Fund, potential cost items, and Architect's Supplemental Instructions (ASIs) to be reviewed at each Construction Team meeting who shall act on the disposition of these items. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(5) Submittals:

i. CM shall carefully examine the Contract Documents including the plans and specifications for the Project, as well as the Planning Manual to determine all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. If requested and/or required by the needs of the Project, CM shall prepare a submittal schedule and shall submit the schedule for Owner and A/E approval. The submittal schedule will be coordinated with CM's Construction Schedule and allow A/E reasonable time to review submittals.

ii. If the Project involves submittals and shop drawings, CM shall carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to A/E for review and action. By submitting shop drawings and other submittals, CM represents to Owner and A/E that CM has: (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(6) Subcontractor Progress: The CM may prepare periodic deficiency logs and punch list logs for subcontractors' work, as the particular needs of the Project requires, including unsatisfactory or incomplete items and schedules for their completion.

(7) Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

(8) Substantial Completion: The CM shall ascertain when the Work or designated portions thereof are ready for the A/E Substantial

Completion inspection after which the CM and A/E will execute and issue a Certificate of Substantial Completion, as required by Owner, including a list of punch list items to be completed or corrected. From the punch list of incomplete or unsatisfactory items prepared by CM and reviewed and supplemented by A/E, CM shall prepare a schedule for completion of the items indicating completion dates for Owner's review. Substantial Completion will also include the issuance of a Certificate of Occupancy by the permitting authority.

(9) Final Completion: The CM shall monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and the A/E when the Work is ready for final inspection. CM shall secure, review and certify compliance with the Contract Documents and then transmit to Owner, through the A/E, and as an express condition precedent to final payment, all closeout items set forth in **Exhibit C** including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. Final Completion will also include issuance of a Certificate of Occupancy by the permitting authority and Owner taking possession of the Project.

(f) Safety

(1) CM is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. CM is responsible for protecting from damage or loss all material and equipment to be incorporated into the Work which may be stored off of the Project site.

(2) The CM shall be responsible for initiating, maintaining, implementing and supervising an effective safety program for the Work and requiring similar programs from the subcontractors. OSHA guidelines shall serve as the basis for the safety programs. Copies of the proposed programs shall be distributed to the Construction Team by the CM.

(3) CM shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passersby, local building codes, ordinances or other laws and the Contract Documents.

(4) CM's duties and responsibilities for the safety and protection of the Work and the environment shall continue until such time as the Work is completed and final acceptance by Owner has occurred.

(5) Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property.

(6) At all times CM shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, including all safety and security regulations and requirements, as said regulations and requirements may be modified or changed by Owner from time to time.

2.1.3.5 The CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to the CM's records, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to the Project at any and all times during normal business hours upon request by Owner. The CM shall preserve all records and supporting documentation that relate to the Work for a period of three (3) years after final payment, or for longer period as may be required by law. CM shall likewise require all subcontractors to retain all Project records and supporting documentation. The Owner's right to audit, inspect and copy Project records and documentation of CM shall survive completion and/or termination of the Agreement. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of twelve percent (12%) per annum). If the Overcharged Amount is equal to or greater than Ten Thousand and No/100 Dollars ($10,000.00), CM shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of Work.

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

(b) Upon receipt of the CM's notice, the Owner shall obtain the services of a licensed laboratory to determine absence or presence of hazardous substance(s), and in the event such material or substance is found to be present, to remediate, abate, or otherwise remove the hazardous substances.

(c) The Owner shall not be responsible under this Section for hazardous materials or substances the CM brings to the site unless such materials or substances required by the Contract Documents, except to the extent of the CM's fault or negligence in the use and handling of such materials or substances.

(d) CM is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z, or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by CM or any of its subcontractors, CM shall maintain on site a Safety Data Sheet for each such product. CM shall indemnify and hold the Owner harmless against the cost and expense Owner incurs: (1) for remediation of a material or substance CM brings to the site and negligently handles, or (2) where CM fails to perform its obligations under this Section, except to the extent that the cost and expense are due to Owner's fault or negligence.

2.1.3.7 Emergencies

(a) CM shall take immediate action to prevent injury to any person and injury to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Property damage includes environmental impacts to the ground, air, and water.

CM shall give A/E and Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. CM shall also deliver to Owner and A/E copies of any written notice of violations received by CM or subcontractors within forty-eight (48) hours following notification by the regulatory agency.

(b) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

(1) CM shall obtain and assign to Owner on a non-exclusive basis all warranties given to CM by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

(2) The CM warrants to the Owner and A/E that materials and equipment furnished under the Contract Documents shall be of good quality and new unless the Contract Documents require or permit otherwise. The CM further warrants that the Work will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials or equipment not conforming to these requirements may be considered defective. The CM's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

(3) Any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion.

(4) In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, CM expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and CM shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents including the Planning Manual) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, CM shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are **TBD**. **Exhibit TBD ,** attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the

inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed

fifteen percent (15%). A detailed breakdown, with necessary backup, shall be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 **Reimbursable Costs**

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet
- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees
- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable
- Personal protective equipment
- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)

- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines
- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up
- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)
- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs
- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **$_TBD_____**

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 **CM Fee (Overhead and Profit)**

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 **Cost of Work**

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of **37%** of wages and **37%** of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses, training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.635% of the GMP amount or the invoice amount and General Liability insurance will be charged at the rate of **1.2%** of the GMP amount or the invoice amount), which CM is required by the Contract Documents to purchase and maintain and/or CM requires, including cost of Performance and Payment Bonds for subcontractors and/or suppliers. To the extent permitted by applicable law, all premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the CM after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, rebates, refunds, etc. The CM's actual cost for insurance and bonds directly attributable to this Agreement shall be considered to be included within the GMP, but shall not be included in the amount for purposes of calculating the CM Fee, and

shall be charged at the actual rate paid by CM, provided that such rate shall not exceed the amount allocated to these expenses in the GMP. Prior to Final Payment, CM shall procure and/or provide to Owner any and all documentation requested evidencing net actual costs for insurance and bonds for the Project to the CM;

6.3.1.8 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.9 Costs incurred due to an emergency related to the Project, which affects the safety of persons and property for causes other than CM's negligence;

6.3.1.10 Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.11 For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive Preconstruction Costs in the amount of 0.35% of the anticipated Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.12 Costs associated with the Investigative Report in the total amount of **$ TBD** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.13 Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(to be billed at **0.00%** of the Contract Amount)
General Liability Insurance	(to be billed at **1.2%** of the Contract Amount)
Performance and Payment Bond (CM)	(to be billed at **.74%** of the Contract Amount)
Builder's Risk Insurance	(to be billed at Invoice Amount)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 **Costs Not to Be Reimbursed**

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially value engineered that may be able to be added back to the scope of Project and other legitimate costs of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been

unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change

Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be determined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in

writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			Liquidated Damages Per Calendar Day
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800
750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500
3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the

services of others to complete unfinished punch list items after ninety (90) days have expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			Liquidated Damages Per Day
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250
10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and

Amendments and submitted each month to A/E along with a completed and notarized copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated, or costs incurred in completing the Work during the previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require

the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1 For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2 For construction projects having an estimated cost of $10 million or more, the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or

if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any

modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 Worker's Compensation Insurance

12.2.7.1 During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1 During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2 The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3 The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4 The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for

property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5 The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1 During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages, Bodily Injury and Property Damage	$100,000 Each Occurrence Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon any materials, equipment tools,

construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair

compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such

disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the

events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1 Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP or date of Substantial Completion will be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for this firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number **1704720**.

16.3 Truth-In-Negotiation

16.3.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the CM certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

16.4.1 The School District of Manatee County and the State of Florida requires all CMs and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Sections 1012.465 and 1012.32. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

16.5 Sovereign Immunity

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

16.6 Custodian of Public Record

IF THE CM HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

16.6.1 The CM must comply with public records law and specifically:

16.6.1.1 Keep and maintain public records required by Owner to perform the service.

16.6.1.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

16.6.1.3 Ensure that public records in the CM's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CM does not transfer the records to the Owner.

16.6.1.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

16.7 Public Entity Crime Information Statement

16.7.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.8 Compliance with Laws

16.8.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.9 No Waiver

16.9.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.10 Severability

16.10.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.11 Notices

16.11.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.11.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
John R. Williams
1 Matzke Way
Bradenton, Florida 34208
Attention: John R. Williams
Email: williams12j@manateeschools.net

16.11.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

Jon F. Swift Inc.
2221 8th Street
Sarasota, Florida 34237
Office: 941-951-6100
Email: Jason@jonfswiftinc.com

_____

16.11.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____
(Corporate Secretary Signature)

Emmalee Legler

As Witnessed:

_____

By: _____
Justin Williams, Vice President

Justin Williams

Jon F. Swift Construction
2221 8th Street
Sarasota, Florida 34237

(Corporate Seal)

DATE: 10/21/2022

*** Signatures Continue on Next Page ***

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Justin Williams	Project Manager	35%
TBD	Superintendent	100%
Tina Bowen	Project Coordinator	35%
Camryn Malaney	Assistant Project Manager	35%
Laura Chirichigno	Project Accountant	5%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John R. Williams
SBMC Project Assistant	Melody BonAmi
Architect	Osborn Engineering
Consulting Engineers	Osborn Engineering
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	Osborn Engineering
Construction Manager	Jon F. Swift, Inc. Justin Williams, Project Manager
SBMC Instructional Member	TBD
SAC Member	TBD

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:

Replacement of the existing Football Stadium natural turf field with a synthetic turf system.

AGENDA ITEM NO. 9.22

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - Track & Resurfacing - Change Orders 1 and 2 - Agreement Between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction, Reduction in the Amount of $91,878.86

Executive Summary
The purpose of the requested action is to approve Change Orders 1 and 2 to the Agreement between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction, which will reduce the Guaranteed Maximum Price (GMP) for materials purchased under the Direct Materials Purchase program to save sales tax.

Southeast High School Track & Resurfacing Summary Sheet is attached for reference.

This project does not require an Education Plant Survey.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Southeast High School - Track & Resurfacing - Change Orders 1 and 2 - Agreement between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction, reduction in the amount of $91,878.86.

Financial Impact
The amount of Change Order #1 is (86,631.00) and the amount of Change Order #2 is ($5,247.86). The revised Guaranteed Maximum Price is $1,180,257.23, and is included in the total project budget of $1,442,137.00. This project is funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
SEHS Track Resurfacing Summary Sheet
Southeast High School - Track & Resurfacing Change Orders #1 & #2

Southeast High School Track Resurfacing

PROJECT DIRECTOR:	Darrell Phillips	
ARCHITECT/ENGINEER:	Long & Associates Architects	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Tandem Construction	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	N/A	
PROJECT BUDGET:	$1,442,137.00	(07/16/22) Revised Project Budget
	$100,000.00	(08/24/21) Original Project Budget

HISTORY: In 2017, the District developed a standard for high school tracks and associated amenities and created a capital plan to replace the existing ones. Southeast High School is in need of athletic track resurfacing. This requires the existing asphalt running track to be replaced with a synthetic rubberized surface in order to reduce injuries and provide a safer training experience for our students. In 2017, Lakewood Ranch HS, Manatee HS, and Palmetto HS athletic tracks were resurfaced. In 2020, Braden River HS athletic tracks were resurfaced and in 2021, Bayshore HS athletic tracks were resurfaced.

SCOPE: The scope of work will include, but is not limited to, Track asphalt and base removal and replacement, drainage improvements inside track interior, coordination on relocating a portion of existing fence and bleachers, extend run out for 100m start, provide pole vault runway and landing area, replace high jump area, replace long and triple jump area, the installation of a rubberized surface on the new asphalt athletic track.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Survey not required based on the type of funding

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 57,250.00	August 24, 2021	Approved	Architectural / Engineering Services
TOTAL	$ 57,250.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 2,905.00	August 24, 2021	Approved	Pre-Construction Services
Amendment 1:	$ 1,269,231.09	June 14, 2022	Approved	Guaranteed Maximum Price (GMP)
Change Order #1:	$ (86,631.00)	November 8, 2022	Pending	Direct Materials Purchase
Change Order #2:	$ (5,247.86)	November 8, 2022	Pending	Sales Tax Savings
TOTAL	$ 1,180,257.23			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Agreement:				
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Professional Services Agreement	$ 3,316.50	October 25, 2021	N/A	CON #200 Issued for Additional Survey Services
TOTAL	$ 3,316.50			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Southeast High School Track & Resurfacing
1200 37th Ave East
Bradenton, FL 34208

TO: (Contractor):
PJ Hayes, Inc. dba
Tandem Construction
5391 Lakewood Ranch Blvd N
Suite 200
Sarasota, FL 34240

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 6/14/2022

You are directed to make the following changes in this Contract:

DMP Materials – Beynon – Florida Track & Turf	PO 00081572	$ (86,631.00)

Total of Summary $ (86,631.00)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Guaranteed Maximum Price) was	$ 2,905.00
Net Changes by previously authorized Change Orders and/or Amendments	$ 1,269,231.09
The (Guaranteed Maximum Price) prior to the Change Order was	$ 1,272,136.09
The (Guaranteed Maximum Price) will be decreased by this Change Order	$ (86,631.00)
The new (Guaranteed Maximum Price) including this Change Order will be	$ 1,185,505.09
The Contract time will be unchanged	(0) Days
The date of Substantial Completion as of the date of the Change Order is	January 9, 2023

Long & Associates | Engineers Inc.	PJ Hayes, Inc dba Tandem Constr.	School Board of Manatee County
Architect/Engieer	Construction Manager	Owner
4525 S Manhattan Ave	5391 Lakewood Ranch Blvd N #200	1 Matzke Way
Tampa, FL 33611	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 10/14/22	Date: 10/24/2022	Date:

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT:	Southeast High School Track & Resurfacing 1200 37th Ave East Bradenton, FL 34208	CHANGE ORDER NUMBER:	2
		CHANGE ORDER DATE:	
TO: (Contractor):			
	PJ Hayes, Inc. dba Tandem Construction 5391 Lakewood Ranch Blvd N Suite 200 Sarasota, FL 34240	ARCHITECT'S PROJECT NO:	N/A
		CONTRACT FOR:	General Construction
		CONTRACT DATE:	6/14/2022

You are directed to make the following changes in this Contract:

DMP Tax Savings– Beynon – Florida Track & Turf	PO 00081572	$ (5,247.86)

Total of Summary	$ (5,247.86)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Guaranteed Maximum Price) was	$ 2,905.00
Net Changes by previously authorized Change Orders and/or Amendments	$ 1,182,600.09
The (Guaranteed Maximum Price) prior to the Change Order was	$ 1,185,505.09
The (Guaranteed Maximum Price) will be decreased by this Change Order	$ (5,247.86)
The new (Guaranteed Maximum Price) including this Change Order will be	$ 1,180,257.23
The Contract time will be unchanged	(0) Days
The date of Substantial Completion as of the date of the Change Order is	January 9, 2023

Long & Associates | Engineers Inc.	PJ Hayes, Inc dba Tandem Constr.	School Board of Manatee County
Architect/Engieer	Construction Manager	Owner
4525 S Manhattan Ave	5391 Lakewood Ranch Blvd N #200	1 Matzke Way
Tampa, FL 33611	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 10/14/22	Date: 10/14/2022	Date:

AGENDA ITEM NO. 9.23

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of Manatee Technical College - Lift Improvements - Agreement Between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction - Guaranteed Maximum Price, in the Amount of $69,159.20

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction, which establishes the Guaranteed Maximum Price and allows the Construction Manager to complete the work at Manatee Technical College. The project scope includes the installation of Three (3) vehicle lifts and One (1) future vehicle lift in the automotive shop. In addition, a new foundation and electrical and hydraulic systems will be installed for each lift.

Manatee Technical College Lift Improvements Project Summary Sheet is attached for review.

This project does not require an Educational Plant Survey.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Manatee Technical College - Lift Improvements - Agreement between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction - Guaranteed Maximum Price, in the amount of $69,159.20.

Financial Impact
The Guaranteed Maximum Price established for construction services is $69,159.20 and is included in the total project budget requirement of $70,000.00. **This project is funded by Capital funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Manatee Technical College Lift Improvements Project Summary Sheet
MTC Lift Improv CM GMP Contract

Manatee Technical College - Lift Improvement Project

PROJECT COORDINATOR: Darrell Phillips

ARCHITECT/ENGINEER: N/A
CONSTRUCTION MANAGER: P.J. Hayes, Inc., d.b.a. Tandem Construction — Currently on the District's Continuing Contracts List
BUILDING OFFICIAL: N/A

PROJECT BUDGET: $ 70,000.00 — (11/08/22) Original Project Budget

HISTORY: In 2003, Manatee Technical College Automotive program did include this portion of the program. In 2022, MTC received a grant to install three lifts for the automotive program. The growth of the automotive program requires the installation of these lifts to further the educational experience for the students.

SCOPE: The scope of work will include, but is not limited to, the installation of Three (3) vehicle lifts and One (1) future vehicle lift in the Automotive Shop. In addition, a new foundation, electrical and hydraulic systems will be installed for each lift.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	Date		
A/E 1st Letter:	$0	Date		
Agreement:	$0	Date		
TOTAL	$0.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 1, 2022	Approved	
Agreement:	$ 69,159.20	November 8, 2022	Pending	Guaranteed Maximum Price
CO 1:	$0	Date		
Substantial Comp:	$0	Date		
TOTAL	$69,159.20			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	Date		
Agreement:	$0	Date		
Amend #1:	$0	Date		
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

SBMC CONTRACT NO: CON#

PROJECT NAME AND LOCATION: Manatee Technical College Lift Improvements
6305 State Road 70 East
Bradenton, Florida 34203

PROJECT DESCRIPTION AND SCOPE OF WORK: Provide material, labor and equipment for (4) vehicle lifts and (1) future vehicle lift. Work includes supervision, testing, concrete demo, new concrete pads, compressed air, electrical, structural design, and electrical design. Vehicle lifts and lift installation/relocation is not included. (hereinafter, the "**Scope of Work**"). Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.

TOTAL PROJECT BUDGET: The Total Project Budget is **$70,000.00** and is comprised of the following:

1. Design Services	$ N/A
2. Construction Services	$ 69,159.20
3. Owner Services	$ N/A
4. FF&E and Technology	$ N/A
TOTAL PROJECT BUDGET:	$ 70,000.00

ANTICIPATED NOTICE TO PROCEED: TBD

SUBSTANTIAL COMPLETION: TBD

FINAL COMPLETION: TBD

ARCHITECT/ENGINEER ("**A/E**"):

Name: Hees & Associates - Structural
Address: 1381 5th Street
City, State, Zip: Sarasota, FL 34236
Office: (941) 955-4555
Email: Karl@Heesandassociates.com

Name: TLC Engineering Solutions- Electrical
Address: 7210 Kyle Ct
City, State, Zip: Sarasota, FL 34240
Office: (941) 217-5200
Email: maritza.howard@tlc-eng.com

CONSTRUCTION MANAGER ("**CM**"):

P.J. Hayes, Inc. d.b.a. Tandem Construction
5391 Lakewood Ranch Blvd., North,
Sarasota, FL 34240
Office: (941) 954-1599
Fax: (941) 954-5511
Email: Peter.Hayes@tandemconstruction.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this 9th day of November in the year 2022 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **P.J. Hayes, Inc., d.b.a.Tandem Construction, 5391 Lakewood Ranch Blvd., North, Sarasota, FL 34240, Federal Tax ID Number 59-2349945, General Contractor License Number CGCA31741** ("**Construction Manager**" or "**CM**"), for CM to perform all work in connection with the management and construction of Lift Improvements (the "**Work**"), located at Manatee Technical College (the **"Project"**), said Work being set forth in the plans and specifications prepared by Hees & Associates/TLC Engineering Solutions, the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

ARTICLE 1
RELATIONSHIP OF PARTIES, EXTENT OF THE AGREEMENT AND DEFINITIONS

1.1 Relationship of Parties

1.1.1 The Construction Team

1.1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together throughout the entire Construction Management at Risk delivery process.

1.1.1.2 The A/E shall provide leadership to the Construction Team on all matters relating to design.

1.1.1.3 The CM shall provide leadership to the Construction Team on all matters relating to construction.

1.1.2 The CM

1.1.2.1 The CM accepts the relationship of trust and confidence established by this Agreement. CM agrees to cooperate with A/E; to utilize CM's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner.

1.1.2.2 CM acknowledges that: (1) it has represented to Owner that it has specific expertise in the planning, management and construction of school facilities, and (2) that such representation is a material inducement to Owner to enter into the Agreement.

1.1.2.3 CM shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Agreement shall create an employment or agent relationship between the parties.

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction

over it and over the Work and the Project and that it is familiar with the local and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

1.1.2.5 Notwithstanding anything to the contrary in the Contract Documents, CM is fully responsible to Owner for all duties of CM under the Contract Documents, including the construction means, methods, techniques, sequences and procedures in performing the Work, for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement despite CM's delegation of the responsibility therefor to any of its subcontractors.

1.1.2.6 In no event shall Owner be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

1.2 Extent of Agreement

1.2.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews, and, together with them, comprises the full and entire agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements.

1.2.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the CM unless in writing and executed by the Owner and CM.

1.2.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.2.4 The Owner and CM acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.2.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.2.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of the CM's representations, indemnifications, warranties, and guarantees made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of CM's Work or termination or completion of the Agreement or termination of the Work of CM.

1.2.7 This Agreement shall not be recorded.

1.2.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.3 Definitions

1.3.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.3.2 "**Project Director**" means the person designated by the Owner's Director of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work.

1.3.3 "**Subcontractor**" means any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the CM. The CM shall be solely responsible for and have control over the Subcontractors. CM shall negotiate all Change Orders and Request for Proposals with all affected Subcontractors and shall review the costs of those proposals and advise Owner and A/E of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order or Amendment from Owner.

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$70,000.00**, including the CM Fee and Cost of Work as further identified below:

Construction Costs	$ 42,547.00
General Conditions	$ 7,576.00
Overhead and Profit (CM Fee)	$ 5,122.90
Preconstruction	$ 10,300.00
Unforeseen Conditions	$ 3,021.15
Bond	$ 592.15
TOTAL	$ 69,159.20

1.3.5 "**Contract Amount**" shall mean the following amounts that Owner agrees to pay, or cause to be paid, to the CM for the full and faithful performance by CM of the covenants set forth in this Agreement in accordance with the terms of the Agreement:

1.3.5.1 Preconstruction Phase Services

(a) For all Preconstruction Phase Services provided in Stages I – III, as defined herein, CM shall receive the amount identified in Section 6.3.1.11 below ("**Preconstruction Costs**").

(b) The Preconstruction Costs will be invoiced monthly by CM in accordance with Section 6.3.1.11 below.

1.3.5.2 Construction Phase Services

(a) With respect to the Construction Phase Services to be provided by CM in Stage IV, as herein defined, Owner shall reimburse CM for the Cost of Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee of $5,122.90 based on the Cost of Work, excluding stored materials, Reimbursable Costs, retainage, and costs for

insurance and bonds, established at the time the GMP is set by the parties (the "**CM Fee**"). The CM Fee shall be the CM's total compensation for all overhead not reimbursable as the Cost of Work, as defined herein, as well as the CM's total profit for Construction Phase Services.

1.3.6 "**Contract Documents**" consist of this Agreement, the Exhibits described herein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's GMP Proposal, the Contract Documents will also include the GMP Amendment.

1.3.6.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments and Change Orders with those of a later date having precedence over those of an earlier date;

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

1.3.7 "**Substantial Completion**" means that: (1) the Project is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.3.8 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated in **Exhibit C** have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.3.9 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the Construction Work through the date required for Substantial Completion and Final Completion of the Work.

1.3.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project.

ARTICLE 2
CM SERVICES

2.1 The CM agrees to provide construction management services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement. The modified Construction Management at Risk delivery process includes:

2.1.1 Stage I – District Project Planning

2.1.1.1 The CM agrees to the Project Description and Scope of Work, the Construction Services Budget, the Substantial Completion date and the Project Schedule as set forth herein. The CM further agrees that the site is appropriate and that the Construction Services Budget is adequate for performance of the Work. The CM agrees that the level of quality of the Project is defined through the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**") and other requirements set forth in the Contract Documents.

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, budget, schedule and quality; and

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, budget, schedule and quality as adequate and appropriate.

2.1.2.2 Project Schedule

(a) The CM shall prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and shall be produced and updated monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and A/E.

2.1.2.3 CM shall familiarize itself thoroughly with the evolving plans and specifications and shall follow the development of design from Schematic Design through Construction Documents Phase. The CM is not responsible for ascertaining that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, or other regulations. However, if CM discovers a conflict, error or discrepancy in the Contract Documents, including during performance of the Work, CM shall report same to A/E and Owner in writing within five (5) days of discovering same, and before proceeding with the Work affected, shall obtain a written

interpretation or clarification from A/E.

2.1.2.4 Construction Cost Estimate

(a) CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction Costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same.

(b) The CM shall update and issue the Construction Cost Estimate at the completion of each Phase of Stage III services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – more detail with supporting data

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP

ii. 100% Drawings – issuance of final GMP Proposal

(c) CM acknowledges that an accurate Construction Cost Estimate is critical to Owner's ability to establish and verify its Total Project Budget and, therefore, CM shall work closely with A/E and use its best skill and judgment as a contractor familiar with the construction industry in the locality of the Project in preparing its Construction Cost Estimate.

(d) If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(e) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. Any recommendations and advice by the CM concerning design alternatives or value engineering shall be subject to the approval of the Owner's Project Director and the A/E.

2.1.2.5 Stage III – Project Design and Development

(a) At the completion of Stage III: Phase I – Schematic Design, the CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 13. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project.

(b) At the completion of Stage III: Phase II – Design Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that with professional assistance and appropriate use of value engineering, the Design Development is in conformance with the Project Scope of Work and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(c) The CM shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may furnish material or equipment for each principal portion of the Work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(d) Advertising, Bidding and Awarding of Contracts shall be completed per State Requirements for Educational Facilities (SREF), Section 4.2(2).

(e) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30) calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(f) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

(1) Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E fees; or

(2) Terminate the CM Agreement allowing the next ranked construction

management firm to provide a GMP within the Construction Services Budget and begin construction. If the CM Agreement is terminated under this section, CM's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination together with any retainage withheld and reasonable termination expenses incurred, but CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

(a) When the Owner determines that the drawings and specifications are 100% complete, the CM shall provide a GMP Proposal.

(b) The GMP Proposal shall include the CM Fee and represent the sum total of all costs associated with completing the Work. The GMP Proposal shall also include an itemized statement of CM's General Conditions expenses for the Project, which, once agreed to by Owner shall be specifically included within the GMP Amendment. The CM's General Conditions expenses are to be paid as the Work progresses with each Application for Payment based on percentage of completion of Work. The itemized statements shall be in form and substance and with such detail as may be required by Owner. General Conditions expenses shall each be line items in the Schedule of Values to be included within the GMP Amendment.

(c) The GMP Proposal shall also include a proposed Construction Schedule, as defined herein, which, once approved, shall be attached to the GMP Amendment.

(d) If the Owner determines the drawings and specifications are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not include changes in scope, systems, materials or equipment.

(e) The GMP Proposal shall include a written statement thoroughly explaining the foundation on which the GMP is based including, but not limited to the following:

(1) A complete list of all drawings and specifications used to prepare the GMP;

(2) All addenda and changes in conditions of the Agreement used to prepare the GMP;

(3) A complete list of Owner provided allowances and a statement explaining the CM's understanding of their use;

(4) The proposed date of an Owner-approved Substantial Completion; and

(5) A detailed list of assumptions, exclusions, allowances and

clarifications that were made in preparing the GMP.

(f) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(g) The CM shall not incur any reimbursable Construction Costs, as outlined in Article 6, prior to the Owner's acceptance of the CM's GMP Proposal and issuance of a Notice to Proceed.

(h) Upon the Owner's acceptance of the GMP Proposal, the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and establish the Agreement's GMP, Contract Time, and liquidated damages for incorporated phases of work.

(i) The GMP shall include only those taxes enacted at the time the GMP is established.

(j) If the GMP exceeds the Owner's Construction Services Budget, the terms of Sections 2.1.2.5(e)(2) and 2.1.2.5(f) shall apply.

2.1.2.7 Bonds

(a) Within ten (10) business days after the GMP is approved by Owner and CM and before any portion of the Construction Work to be covered by such bonds is commenced, CM shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the form prescribed by AIA A312-2017 forms or those forms provided within Section 255.05, *Florida Statutes*, in the amount of one hundred percent (100%) of the total sum of the GMP, the costs of which are to be paid by CM. The Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

(1) The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Bonds must be fully performable in Florida, with service and venue in Manatee County, Florida.

(b) In accordance with the requirements of Section 255.05(1)(a), *Florida Statutes*, CM shall record in the Public Records of Manatee County, Florida, a copy of the Bonds. CM shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to CM hereunder.

2.1.3 Stage IV – Project Construction and Warranty

2.1.3.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract.

(2) Undertake the Work with CM forces; or

(3) Issue a Purchase Order for materials or equipment required for the Work.

2.1.3.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) Following development and approval of the Construction Schedule, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner and A/E.

(c) The Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method ("**CPM**") schedule. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include estimated activity manpower, anticipated quantities, and production rates.

(d) If the Construction Schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require the CM to submit information or documentation including an updated schedule to describe the CM's plan to complete the remaining Work by the required milestone date.

2.1.3.3 Bidding and Subcontracts

(a) Unless authorized by Owner, all work shall be performed under subcontracts held by the CM. The CM shall not bid any of the subcontractor work or perform such work with its own forces without prior written consent of the Project Director.

(b) The CM shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material

suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(c) The CM shall obtain bids from subcontractors and open such bids in the presence of the Construction Team, specifically the Project Director and A/E. The Construction Team will then analyze the bids and deliver such bids to the Project Director and A/E.

(d) The Project Director will determine, with the advice of the CM and subject to the reasonable objection of the A/E, which bids will be accepted and indicate his or her acceptance by signing the bid tabulation form for each work scope.

(e) The CM shall not be required to contract with any firm with whom the Owner has a reasonable objection. The CM shall provide the Owner with the scope sheet(s) indicating the apparent responsive and responsible subcontractor bids.

(f) Equal Employment Opportunity / Non-Discrimination: In performing all services to be provided hereunder, CM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CM shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. CM shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

2.1.3.4 CM Construction Services

(a) Prior to the commencement of Work, CM may attend a preconstruction conference with Owner and A/E and others, as appropriate for the particular needs of the Project, to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or A/E with respect to the Project, when directed to do so by Owner or A/E. CM shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or A/E.

(b) The CM shall manage, schedule and coordinate the work, including the work of subcontractors and coordinate the work with the activities and responsibilities of the Project Director, A/E and CM in order to complete the Project in accordance with the Owner's objectives of scope, budget,

schedule and quality.

(c) The CM shall provide for all job-site facilities necessary to enable the CM, the Project Director, Building Official and the A/E to perform their respective duties.

(d) Supervision and Contractor Representative

i. CM is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. CM is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents.

ii. The CM shall maintain exclusively for this Project sufficient off-site support staff and competent full-time staff at the Project site authorized to act on behalf of CM to coordinate, inspect, provide general direction and direct the Work and progress of the subcontractors. The CM's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Project Director's consent. The CM's Project Manager, as defined herein, shall have authority to act on behalf of CM. All communications given to the CM Project Manager shall be as binding as if given to CM. The Owner's Project Director shall have the right to direct the CM to remove any on-site personnel whose performance is unsatisfactory to the Owner. In such event, the CM shall promptly replace such personnel without additional compensation for that replacement.

iii. The CM, in conjunction with the Project Director, shall establish on-site organization and lines of authority to implement the overall plans of the Construction Team.

iv. CM shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and A/E. Owner and A/E may attend meetings between CM and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of CM to administer the subcontracts.

v. CM shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to CM.

vi. CM shall develop and maintain a program, acceptable to Owner and A/E, to assure quality control of the Work. CM shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of

the Contract Documents and CM shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

vii. Should a disagreement occur between CM and A/E over the acceptability of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

(e) CM shall provide the following job site administration functions during construction to assure proper documentation, including the following:

(1) Job Meetings: CM shall arrange and conduct regular Project status meetings with the Construction Team. CM shall prepare written minutes of job meetings described in this section and deliver copies of such written minutes to Owner and the A/E within five (5) days of each meeting.

(2) PMIS Reports: The CM shall provide a Project Management Information Summary (PMIS) monthly report describing the current cost and payment status of the entire Project. These PMIS reports shall indicate all current encumbrances on and expenditures of the GMP budget. Components of the PMIS are set forth in **Exhibit E**.

(3) Daily Job Logs: The CM shall record the progress of the Work and prepare a daily job log containing a record of weather and CM employees and subcontractors on site including number of workers and work accomplished. The log shall be maintained at the Project site or electronically and made available to the A/E and the Project Director at all times.

(4) Logs for RFIs, Submittals/Shop Drawings, Etc.: The CM shall maintain a log of Requests for Information (RFIs), submittals and shop drawings, status of the Unforeseen Conditions Fund, potential cost items, and Architect's Supplemental Instructions (ASIs) to be reviewed at each Construction Team meeting who shall act on the disposition of these items. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(5) Submittals:

i. CM shall carefully examine the Contract Documents including the plans and specifications for the Project, as well as the Planning Manual to determine all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. If requested and/or required by the needs of the Project, CM shall prepare a submittal schedule and shall submit the schedule for Owner and A/E approval. The submittal schedule will be coordinated with CM's Construction Schedule and allow A/E reasonable time to review submittals.

ii. If the Project involves submittals and shop drawings, CM shall carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to A/E for review and action. By submitting shop drawings and other submittals, CM represents to Owner and A/E that CM has: (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(6) Subcontractor Progress: The CM may prepare periodic deficiency logs and punch list logs for subcontractors' work, as the particular needs of the Project requires, including unsatisfactory or incomplete items and schedules for their completion.

(7) Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

(8) Substantial Completion: The CM shall ascertain when the Work or designated portions thereof are ready for the A/E Substantial Completion inspection after which the CM and A/E will execute and issue a Certificate of Substantial Completion, as required by Owner, including a list of punch list items to be completed or corrected. From the punch list of incomplete or unsatisfactory items prepared by CM and reviewed and supplemented by A/E, CM shall prepare a schedule for completion of the items indicating completion dates for Owner's review. Substantial Completion will also include the issuance of a Certificate of Occupancy by the permitting authority.

(9) Final Completion: The CM shall monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and the A/E when the Work is ready for final inspection. CM shall secure, review and certify compliance with the Contract Documents and then transmit to Owner, through the A/E, and as an express condition precedent to final payment, all closeout items set forth in **Exhibit C** including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. Final Completion will also include issuance of a Certificate of Occupancy by the permitting authority and Owner taking possession of the Project.

(f) Safety

(1) CM is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. CM is responsible for protecting from damage or loss all material and equipment to be incorporated into the Work which may be stored off of the Project site.

(2) The CM shall be responsible for initiating, maintaining,

implementing and supervising an effective safety program for the Work and requiring similar programs from the subcontractors. OSHA guidelines shall serve as the basis for the safety programs. Copies of the proposed programs shall be distributed to the Construction Team by the CM.

(3) CM shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passersby, local building codes, ordinances or other laws and the Contract Documents.

(4) CM's duties and responsibilities for the safety and protection of the Work and the environment shall continue until such time as the Work is completed and final acceptance by Owner has occurred.

(5) Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property.

(6) At all times CM shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, including all safety and security regulations and requirements, as said regulations and requirements may be modified or changed by Owner from time to time.

2.1.3.5 The CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to the CM's records, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to the Project at any and all times during normal business hours upon request by Owner. The CM shall preserve all records and supporting documentation that relate to the Work for a period of three (3) years after final payment, or for longer period as may be required by law. CM shall likewise require all subcontractors to retain all Project records and supporting documentation. The Owner's right to audit, inspect and copy Project records and documentation of CM shall survive completion and/or termination of the Agreement. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of twelve percent (12%) per annum). If the Overcharged Amount is equal to or greater than Ten Thousand and No/100 Dollars ($10,000.00), CM shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of

Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of Work.

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

(b) Upon receipt of the CM's notice, the Owner shall obtain the services of a licensed laboratory to determine absence or presence of hazardous substance(s), and in the event such material or substance is found to be present, to remediate, abate, or otherwise remove the hazardous substances.

(c) The Owner shall not be responsible under this Section for hazardous materials or substances the CM brings to the site unless such materials or substances required by the Contract Documents, except to the extent of the CM's fault or negligence in the use and handling of such materials or substances.

(d) CM is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z, or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by CM or any of its subcontractors, CM shall maintain on site a Safety Data Sheet for each such product. CM shall indemnify and hold the Owner harmless against the cost and expense Owner incurs: (1) for remediation of a material or substance CM brings to the site and negligently handles, or (2) where CM fails to perform its obligations under this Section, except to the extent that the cost and expense are due to Owner's fault or negligence.

2.1.3.7 Emergencies

(a) CM shall take immediate action to prevent injury to any person and injury to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Property damage includes environmental impacts to the ground, air, and water.

CM shall give A/E and Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. CM shall also deliver to Owner and A/E copies of any written notice of violations received by CM or subcontractors within forty-eight (48) hours following notification by the regulatory agency.

(b) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

(1) CM shall obtain and assign to Owner on a non-exclusive basis all warranties given to CM by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

(2) The CM warrants to the Owner and A/E that materials and equipment furnished under the Contract Documents shall be of good quality and new unless the Contract Documents require or permit otherwise. The CM further warrants that the Work will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials or equipment not conforming to these requirements may be considered defective. The CM's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

(3) Any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion.

(4) In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, CM expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and CM shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents including the Planning Manual) commencing from the

date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, CM shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are N/A. **Exhibit N/A ,** attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company

authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual

equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed fifteen percent (15%). A detailed breakdown, with necessary backup, shall be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 **Reimbursable Costs**

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet
- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees
- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable

- Personal protective equipment
- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)
- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines
- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up
- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)
- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs
- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **$ 7,576.00**

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 CM Fee (Overhead and Profit)

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 Cost of Work

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of 48**%** of wages and 48**%** of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses, training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.8 Costs incurred due to an emergency related to the Project, which affects the safety of persons and property for causes other than CM's negligence;

6.3.1.9 Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.10 For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive Preconstruction Costs in the amount of 0.35% of the anticipated

Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.11 Costs associated with the Investigative Report in the total amount of **$___N/A__** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.12 Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(Not included)
General Liability Insurance	(to be billed at .98 **%** of the Contract Amount)
Performance and Payment Bond (CM)	(Not included)
Builder's Risk Insurance	(Not included)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 **Costs Not to Be Reimbursed**

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially

value engineered that may be able to be added back to the scope of Project and other legitimate costs of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other

documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be determined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM

suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			**Liquidated Damages Per Calendar Day**
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800
750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500
3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will

sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the services of others to complete unfinished punch list items after ninety (90) days have expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			**Liquidated Damages Per Day**
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250

10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Amendments and submitted each month to A/E along with a completed and notarized copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated, or costs incurred in completing the Work during the previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that

this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1 For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2 For construction projects having an estimated cost of $10 million or more, the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in

any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the

insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or

while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 Worker's Compensation Insurance

12.2.7.1 During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1 During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2 The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3 The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance

Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4 The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5 The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1 During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages, Bodily Injury and Property Damage	$100,000 Each Occurrence Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon any materials, equipment tools, construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses

incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or

for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1 Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building

permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP or date of Substantial Completion will be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for this firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number 240438.

16.3 Truth-In-Negotiation

16.3.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the CM certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

16.4.1 The School District of Manatee County and the State of Florida requires all CMs and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Sections 1012.465 and 1012.32. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

16.5 Sovereign Immunity

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

16.6 Custodian of Public Record

IF THE CM HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

16.6.1 The CM must comply with public records law and specifically:

16.6.1.1 Keep and maintain public records required by Owner to perform the service.

16.6.1.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

16.6.1.3 Ensure that public records in the CM's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CM does not transfer the records to the Owner.

16.6.1.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

16.7 Public Entity Crime Information Statement

16.7.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.8 Compliance with Laws

16.8.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.9 No Waiver

16.9.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.10 Severability

16.10.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.11 Notices

16.11.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.11.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Coordinator
Director of Construction Services
1 Matzke Way
Bradenton, FL 34208
Attention: Darrell Phillips
Email: PhillipsD3@manateeschools.net

16.11.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

P.J. Hayes, Inc. d.b.a. Tandem Construction
5391 Lakewood Ranch Blvd., North, Suite 200
Sarasota, FL 34240
Attention: Peter Hayes, President
Email: Peter.Hayes@tandemconstruction.com

16.11.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____
(Corporate Secretary Signature)

_____

As Witnessed:

_____

By: _____
(Corporate President Signature)

Peter J. Hayes, President
(Corporate President's Name)

P.J. Hayes, Inc. d.b.a.Tandem Construction
(Name of Corporation)

(Corporate Seal)

DATE: _____

*** Signatures Continue on Next Page ***

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Donnie R. Siegert	Sr. Project Manager	10%
Shane Lewis	Superintendent	100%

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: 3951531150

Project Name: MTC Lift Improvements

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Coordinator	Darrell Phillips
SBMC Project Assistant	Tina Lundy
Architect	N/A
Consulting Engineers	N/A
Structural Engineer	Karl Hees, Hees & Associates
Mechanical Engineer	N/A
Electrical Engineer	Martiza Howard, TLC Engineering Solutions
Construction Manager	Peter J. Hayes, President P.J. Hayes, Inc. d.b.a. Tandem Construction
SBMC Instructional Member	Valerie Viands, Principal Manatee Technical College
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:

Provide material, labor and equipment for (4) vehicle lifts and (1) future vehicle lift. Work includes supervision, testing, concrete demo, new concrete pads, compressed air, electrical, structural design, and electrical design. Vehicle lifts and lift installation/relocation is not included.

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **MTC Lift Improvements** Date: 9/16/2022

Contractor: **Tandem Construction**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Direct costs for construction		
(SEE ATTACHED DETAILED BREAKDOWN OF COSTS)	$ 42,547.00	
Sub Total		**$ 42,547.00**
General Conditions:		
General Requirements-see attached for breakdown	$ 7,576.00	
Sub Total		**$ 7,576.00**
Overhead & Profit (Overall Project)	$ 5,122.90	
Sub Total		**$ 5,122.90**
Pre-Construction Expenses		
Pre-Construction Expenses-see attached for breakdown	$ 10,300.00	
Sub Total		**$ 10,300.00**
Unforeseen Conditions:	$ 3,021.15	
Sub Total		**$ 3,021.15**
Bond:		
Liability/Umbrella	$ 592.15	
Sub Total		**$ 592.15**
TOTAL CONTRACT AMOUNT		**$ 69,159.20**

AGENDA ITEM NO. 9.24

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval Purchase Nearpod District Licenses, SDMC No. 23-0032-BS, Continued Procurement with Vendor, Estimated in the Amount of $150,000.00

Executive Summary
Nearpod is an instructional tool encouraging the use of interactive technology in the classroom. With Nearpod, teachers can use existing interactive lessons, create new ones, assess student understanding live or in post reports, and synchronize lessons across all student devices, all which meet State of Florida standards. Nearpod's platform integrates into the District's learning management system. The Title I Department supplemented this purchase by adding licenses for the Title I elementary schools, along with Flocabulary and ESOL Lesson modules. Title I is continuing this license for the 2022-2023 school year. Schools will have the ability purchase additional licenses as needed.

Approval does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period. Expenditures for the new contract period are expected to be in line with current year spend. The requested contract is for the period of July 23, 2022 through June 30, 2023.

Historical expenditures are as follows:
- 2020-2021 $230,093.08
- 2021-2022 $115,026.00
- YTD 2022-2023 $87,431.13

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

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

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

The supplier is Nearpod Inc., Aventura, Florida, Florida Document No. F16000000535.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

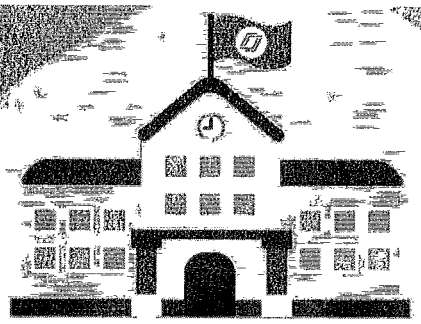
Recommendation
The Superintendent recommends approval to purchase Nearpod district licenses, SDMC No. 23-0032-BS, continued procurement with vendor, estimated in the amount of $150,000.00.

Financial Impact
The funding source for this expenditure is Title I and Schools General and Grant Funds and is included in the Federal Programs and Schools approved budget for 2022-2023.

Contact
Submitting Departments: Federal Programs and Purchasing
Initiated By: Latrina Singleton and Ruth Gruett

Attachments:
Nearpod Title I Quote

Quote ID: 178781



Sales Order For:

Megan Johnson
Manatee County School District
Bradenton, FL 34206

Nearpod Contact:

Maggie Senor
1855 Griffin Rd. Suite A-290Dania Beach, FL 33004

If you are a Tax-Exempt Customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Orders should be addressed to:
Nearpod Inc.
1855 Griffin Road A-290
Dania Beach, FL 33004

Service Start: 07/23/2022 **Service End:** 06/30/2023

Description	Quantity	List Price	Your Price
Flocabulary District License *Unlimited access to Flocabulary including.* *- Access to the 600+ standards-aligned K-12 lessons, including a hip hop video and supporting activities* *- Access to Week in Rap lessons, added weekly during the school year to spotlight current events* *- Access to student accounts, enabling teachers to assign lessons and activities and view results of assessments*	1 8,652 students (see list of schools below)	$34,434 96	$22,212 99
Nearpod District License including unlimited access to. - Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K 12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching **- Training package** - can be used across Nearpod + Flocabulary *(6 webinars)*	1 8,652 students (see list of schools below)	$53,123 00	$44,775 49

42101 51010 436901
93055 15001 SDMC4

4930504323 5100000000

Nearpod Confidential. All rights reserved.

Quote Date: June 20 , 2022

+ Nearpod for English Learners Program (Nearpod EL) is a standards-aligned supplemental program that provides the content, tools, and organization needed to create daily differentiated learning experiences that maximize language acquisition for all learners Nearpod EL empowers every teacher to· • Differentiate instruction with EL Content Companions and language supports, all organized in one place • Engage every learner with equitable learning experiences • Know where students need help through real-time data	1 8,652 students (see list of schools below)	$19,034.40	$12,567.65
Schools included in purchase: **Title 1 Elem Schools (15):** *Ballard, Bayshore, Manatee Elem, Oneco, Rogers Garden, Palm View K-8, Palmetto, Prine, Daughtry, Samoset, Tillman, Blackburn, Moody, Abel, Sea Breeze, Horizon Academy*		**Total**	$79,556.13

Terms

This Sales Order is valid until: 07/30/2022
Service will run from 07/23/2022 until 06/30/2023, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $79,556.13.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

Training Policy

Training Cancellation Policy
Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy
Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources
Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: http://nearpod.com/resources

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order (Net 30):

Please provide PO #: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:
Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: maggies@nearpod.com
or FAX: +1 305-655-1999

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AGENDA ITEM NO. 9.25

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Bid for Scoreboard Repair Services, SDMC No. 23-0081-MR, Continued Procurement for Services, Estimated in the Amount of $250,000.00

Executive Summary
The intent of this bid is to contract with qualified companies for a comprehensive line of indoor and outdoor scoreboards, related installation services, and repair of existing scoreboards. The committee recommends awarding to the company with the best overall pricing.

The requested approval is for the period of January 1, 2023, through December 31, 2025, with the option to renew two additional 1-year periods. Expenditures for the new contract period are expected to be in line with the current year's spend.

Historical expenditures are as follows:
- Fiscal Year to Date 2022 - $82,119.90
- Fiscal Year 2021-2022 - $149,395.00
- Fiscal Year 2020-2021 - $8,308.35

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as-needed basis throughout the contract period.

The bid is recommended for award to:
I2 Visual Inc, Fort Myers, FL, Florida Document No. P11000019027
Team C Sports, Punta Gorda, FL, Florida Document No. P13000056075

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of the bid for scoreboard repair services, SDMC No. 23-0081-MR, continued procurement for services, estimated in the amount of $250,000.00.

Financial Impact
The funding source for these annually estimated expenditures is CW Scoreboard Funds, which is included in the Maintenance, Operations & Central Distribution Warehouse Department approved budget for 2022-2023.

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated By: Todd Henson and Ruth Gruett

Attachments:

23-0081 Tabulation
230081 i2 Visual
230081 Team C

NOTICE OF INTENT TO AWARD

BID ON SCOREBOARD REPLACEMENT AND REPAIR SERVICES, SDMC No. 23-0081-MR

CONTRACT PERIOD: JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

BOARD APPROVAL ON NOVEMBER 8, 2022

TABULATION OF BIDS ON SCOREBOARD REPLACEMENT AND REPAIR SERVICES, SDMC No. 23-0081-MR

Bids Due: 3:00 p.m., Wednesday, October 12, 2022

	REPAIR IN EXISTING EQUIPMENT					
Bidder's Name	**1. a. HOURLY RATE, REGULAR TIME**		**1.b. HOURLY RATE, OVERTIME**		**1c. HOURLY RATE, HOLIDAY**	
	Bid Price	**Notes**	**Bid Price**	**Notes**	**Bid Price**	**Notes**
i2 Visual Inc	**$90.00**		**$135.00**		**$135.00**	
Team C Sports	**$130.00**		**$205.00**		**$260.00**	

	INSTALLATION NEW SYSTEM			
Bidder's Name	**2. a. HOURLY RATE, REGULAR TIME**		**2.b. HOURLY RATE, OVERTIME**	
	Bid Price	**Notes**	**Bid Price**	**Notes**
i2 Visual Inc	**$265.00**		**$350.00**	
Team C Sports	**$225.00**		**$350.00**	

Bidder's Name	**3.a. SINGLE FIXED PERCENTAGE DISCOUNT-OES EQUIPMENT**		**3.b. SINGLE FIXED PERCENTAGE DISCOUNT-OES PARTS**		**3.c. SINGLE FIXED PERCENTAGE DISCOUNT-OES ACCESSORIES**	
	DISCOUNT	**Notes**	**DISCOUNT**	**Notes**	**DISCOUNT**	**Notes**
i2 Visual Inc	**0.00%**		**0.00%**		**0.00%**	
Team C Sports	**30.00%**		**16.00%**		**30.00%**	

Bidder's Name	**4.a. SINGLE FIXED PERCENTAGE DISCOUNT-EQUIPMENT**		**4.b. SINGLE FIXED PERCENTAGE DISCOUNT-PARTS**		**4.c. SINGLE FIXED PERCENTAGE DISCOUNT-ACCESSORIES**	
	DISCOUNT	**Notes**	**DISCOUNT**	**Notes**	**DISCOUNT**	**Notes**
i2 Visual Inc	**10.00%**	Watchfire	**10.00%**	Watchfire	**10.00%**	Watchfire
Team C Sports	No Bid		No Bid		No Bid	

Bidder's Name	**5.a. SINGLE FIXED PERCENTAGE DISCOUNT-EQUIPMENT**		**5.b. SINGLE FIXED PERCENTAGE DISCOUNT-PARTS**		**5.c. SINGLE FIXED PERCENTAGE DISCOUNT-ACCESSORIES**	
	DISCOUNT	**Notes**	**DISCOUNT**	**Notes**	**DISCOUNT**	**Notes**
i2 Visual Inc	**10.00%**	Nevoc	**10.00%**	Nevoc	**10.00%**	Nevoc
Team C Sports	No Bid		No Bid		No Bid	

TABULATION OF BIDS ON SCOREBOARD REPLACEMENT AND REPAIR SERVICES, SDMC No. 23-0081-MR

Bids Due: 3:00 p.m., Wednesday, October 12, 2022

Bidder's Name	6. EQUIPMENT RENTAL, PERCENTAGE MARKUP OF COST, MAXIMUM 10%		7. USE OF SUBCONTRACTOR, PERCENTAGE MARKUP OF COST, MAXIMUM 10%		8. USE OF CONTRACTOR OWNED EQUIPMENT-HOURLY		8. USE OF CONTRACTOR OWNED EQUIPMENT-DAILY	
	Mark up	Notes	Mark up	Notes	Hourly Rate	Notes	Daily Rates	Notes
i2 Visual Inc	**10%**		**10%**		**$120.00**	(1)	**$1,200.00**	(1)
Team C Sports	**10%**		**10%**		No Bid		No Bid	

Bidder's Name	8. USE OF CONTRACTOR OWNED EQUIPMENT-HOURLY		8. USE OF CONTRACTOR OWNED EQUIPMENT-DAILY		8. USE OF CONTRACTOR OWNED EQUIPMENT-HOURLY		8. USE OF CONTRACTOR OWNED EQUIPMENT-DAILY	
	Hourly Rate	Notes	Daily Rates	Notes	Hourly Rate	Notes	Daily Rates	Notes
i2 Visual Inc	**$225.00**	(2)	**$2,200.00**	(2)	**$120.00**	(3)	**$1,200.00**	(3)
Team C Sports	No Bid		No Bid		No Bid		No Bid	

Notes:
1) 47' bucket truck- qty 9
2) 65' crane truck- qty 4
3) Hydrovac qty 1 or Auger truck qty 1

"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 chapter 120, Florida Statutes."

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 23-0081MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and i2 Visual Inc , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

   SCOREBOARD REPLACEMENT AND REPAIR SERVICES, SDMC No. 23-0081-MR

2. **Contract Term:** The term of this Agreement shall be from **January 1, 2023** through **December 31, 2025** . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

   The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

   The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **Termination for Cause:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

7. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
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9. **Anti-Discrimination**: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
10. **Minority, Small, and Women Owned Business**: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Forge Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.
12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

13. **Davis-**Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

14. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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17. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

18. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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21. **Indemnification:** Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

22. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
    a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
    c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
        i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
    d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
    e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

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

any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

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

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

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

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

26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

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

    The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

    The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

    Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

SIGNATURES:

CONTRACTOR

_____	_____
Signature	Date
_____	_____
Type or Print Name	Title
_____	_____
Business/Company Name	Phone
_____	_____
Address	Fax
_____	_____
City, State, Zip	Email

SCHOOL DISTRICT OF MANATEE COUNTY

_____	_____
Legal Counsel	Date
_____	_____
Superintendent	Date

SCHOOL BOARD

_____	_____
Board Chair	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: _

TELEPHONE NUMBER: _

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 23-0081MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Team C Sports , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

   SCOREBOARD REPLACEMENT AND REPAIR SERVICES, SDMC No. 23-0081-MR

2. **Contract Term:** The term of this Agreement shall be from **January 1, 2023** through **December 31, 2025** . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

   The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

   The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

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19. **Section 6002 of The Solid Waste Disposal Act:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **Record Retention Requirements for Contracts Paid for with Federal Funds** 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **Indemnification:** Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

22. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
    a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
    c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
        i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
    d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
    e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

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

any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

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

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

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

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

26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

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

    The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

    The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

    Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

SIGNATURES:

CONTRACTOR

_____	_____
Signature	Date
_____	_____
Type or Print Name	Title
_____	_____
Business/Company Name	Phone
_____	_____
Address	Fax
_____	_____
City, State, Zip	Email

SCHOOL DISTRICT OF MANATEE COUNTY

_____	_____
Legal Counsel	Date
_____	_____
Superintendent	Date

SCHOOL BOARD

_____	_____
Board Chair	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: _

TELEPHONE NUMBER: _

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 9.26

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Bid for Painting Services, SDMC No. 23-0077-MR, Continued Procurement for Services, Estimated in the Amount of $3,000,000.00 Annually

Executive Summary
This bid is for painting services on an hourly basis with a cost-plus percentage markup for materials utilized within the School District. Due to the number of upcoming projects within the District, it is recommended awards be made to multiple vendors to ensure the availability of painting services with little delay due to scheduling. This bid will be utilized for services and repairs which cannot be accomplished with our Maintenance Staff. King Middle School, Kinnan Elementary, Lee Middle School, and Harllee including the Full-Service Center, located at Harllee, are scheduled to be repainted.

The requested approval is for the period of January 1, 2023, through December 31, 2025, with the option to renew two additional 1-year periods. Expenditures for the new contract period are expected to be in line with the current year's spend.

Historical expenditures are as follows:
- Fiscal Year to Date 2022 $16,000.00
- Fiscal Year 2021-2022: $1,383,451.00
- Fiscal Year 2020-2021: $1,1,457,199.00
- Fiscal Year 2018-2020: $1,412,919.75

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as-needed basis throughout the contract period.

The bid is recommended for award to:
Florida Service Painting Inc dba Service Contracting Solutions, Fort Myers, FL, Florida Document No. P02000015178
Boro Building & Property Maintenance, City, Sarasota, FL, Florida Document No. P10000022938
Hampton Painting Inc, Bradenton, FL, Florida Document No. P00000031757
Siesta Key Décor, Sarasota, FL, Florida Document No. P02000072193
TSI of Manatee Inc, Palmetto, FL, Florida Document No. P09000008046

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of the bid for painting services, SDMC No. 23-0077-MR, continued procurement for services, estimated in the amount of $3,000,000.00 annually.

Financial Impact

The funding source for these annually estimated capital expenditures is CW painting funds, which is included in the Maintenance, Operations & Central Distribution Warehouse Department approved budget for 2022-2023.

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated By: Todd Henson and Ruth Gruett

Attachments:
230077 tabulation
230077 Boro Building
230077 Hampton
230077 Service Contracting Solutions
230077 Siesta
230077 TSI

NOTICE OF INTENT TO AWARD

BID ON PAINTING SERVICES , SDMC No. 23-0077-MR

CONTRACT PERIOD: JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

BOARD APPROVAL ON NOVEMBER 8, 2022

TABULATION OF BIDS ON PAINTING SERVICES, SDMC No. 23-0077-MR

Bids Due: 3:00 p.m., Wednesday, October 12, 2022

Bidder's Name	1. a. PAINTER, REGULAR TIME		b. PAINTER, OVERTIME		2. a. SUPERVISOR REGULAR TIME		b. SUPERVISOR, OVERTIME	
	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes
305 Brothers All in One	$30.00		$45.00		$40.00		$50.00	
Florida Service Painting Inc dba Service Contracting Solutions	**$20.00**		**$25.00**		**$22.00**		**$27.00**	
Boro Building & Property Maintenance	**$26.00**		**$31.00**		**$28.00**		**$33.00**	
Hampton Painting Inc	**$21.50**		**$32.25**		**$33.50**		**$50.25**	
Leanard Bell Painting Inc	$35.00		$35.00		$55.00		$55.00	
POD LLC dba Painters On Demand	$35.00		$52.50		$45.00		$67.50	
Quick Painting Group	$38.00		$38.00		$38.00		$38.00	
Razorback LLC	$40.00		$60.00		$60.00		$90.00	
Siesta Key Décor	**$18.00**		**$19.00**		**$20.00**		**$21.00**	
TSI of Manatee Inc	**$23.00**		**$34.50**		**$35.00**		**$52.50**	

Bidder's Name	3. a. FOREMAN, REGULAR TIME		b. FOREMAN, OVERTIME		4. a. APPRENTICE REGULAR TIME		b. APPRENTICE, OVERTIME	
	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes
305 Brothers All in One	$45.00		$55.00		$30.00		$40.00	
Florida Service Painting Inc dba Service Contracting Solutions	**$24.00**		**$29.00**		**$16.00**		**$22.00**	
Boro Building & Property Maintenance	**$28.00**		**$33.00**		**$18.00**		**$21.00**	
Hampton Painting Inc	**$26.00**		**$39.00**		**$16.00**		**$24.00**	
Leanard Bell Painting Inc	$45.00		$45.00		$15.00		$15.00	
POD LLC dba Painters On Demand	$45.00		$67.50		$25.00		$37.50	
Quick Painting Group	$38.00		$38.00		$38.00		$38.00	
Razorback LLC	$60.00		$90.00		$20.00		$30.00	
Siesta Key Décor	**$20.00**		**$21.00**		**$17.00**		**$18.00**	
TSI of Manatee Inc	**$28.00**		**$42.00**		**$18.00**		**$27.00**	

TABULATION OF BIDS ON PAINTING SERVICES, SDMC No. 23-0077-MR

Bids Due: 3:00 p.m., Wednesday, October 12, 2022

Bidder's Name	5. a. GENERAL LABORER, REGULAR TIME		b. GENERAL LABORER, OVERTIME		6. ADMINISTRATIVE FEE, MAXIMUM OF 15% FOR TOAL PROJECT COST	
	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes
305 Brothers All in One	$20.00		$30.00		15%	
Florida Service Painting Inc dba Service Contracting Solutions	**$16.00**		**$22.00**		**15%**	
Boro Building & Property Maintenance	**$22.00**		**$25.00**		**3%**	
Hampton Painting Inc	**$18.00**		**$27.00**		**15%**	
Leanard Bell Painting Inc	$18.00		$18.00		No Bid	
POD LLC dba Painters On Demand	$25.00		$37.50		10%	
Quick Painting Group	$38.00		$38.00		10%	
Razorback LLC	$20.00		$30.00		15%	
Siesta Key Décor	**$18.00**		**$19.00**		**10%**	
TSI of Manatee Inc	**$19.00**		**$28.50**		**15%**	

Bidder's Name	7. PERCENTAGE MARK UP OF MATERIAL COST, MAXIMUM 15%		8. EQUIPMENT RENTAL PERCENTAGE MARKUP OF COST, MAXIMUM 10%		9. USE OF CONTRACTOR OWNED EQUIPMENT HOURLY RATE: LEFT		9. USE OF CONTRACTOR OWNED EQUIPMENT DAILY RATE: LEFT	
	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes
305 Brothers All in One	15.00%		10.00%		$75.00	30-50'	$100.00	30-50'
Florida Service Painting Inc dba Service Contracting Solutions	**15.00%**		**10.00%**		N/A		N/A	
Boro Building & Property Maintenance	**9.00%**		**9.00%**		N/A		N/A	
Hampton Painting Inc	**15.00%**		**10.00%**		**$150.00**	60'	**$600.00**	60'
Leanard Bell Painting Inc	20.00%		20.00%		$63.00	80'	$1,208.00	80'
POD LLC dba Painters On Demand	10.00%		10.00%		N/A		N/A	
Quick Painting Group	10.00%		10.00%		N/A		N/A	
Razorback LLC	15.00%		10.00%		$175.00	40'	$1,400.00	40'
Siesta Key Décor	**10.00%**		**10.00%**		N/A		**$400.00**	40'
TSI of Manatee Inc	**12.00%**		**10.00%**		N/A		N/A	

TABULATION OF BIDS ON PAINTING SERVICES, SDMC No. 23-0077-MR

Bids Due: 3:00 p.m., Thursday, November 1, 2018

Bidder's Name	9. USE OF CONTRACTOR OWNED EQUIPMENT HOURLY RATE: SCAFFOLDING		9. USE OF CONTRACTOR OWNED EQUIPMENT DAILY RATE: SCAFFOLDING		9. USE OF CONTRACTOR OWNED EQUIPMENT HOURLY RATE: OTHER		9. USE OF CONTRACTOR OWNED EQUIPMENT DAILY RATE: OTHER	
	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes
305 Brothers All in One	$25.00	Max 3 Stage 18'	$150.00	Max 3 Stage 18'	$25.00	(1)	$150.00	(1)
Florida Service Painting Inc dba Service Contracting Solutions	N/A		N/A		N/A		N/A	
Boro Building & Property Maintenance	N/A		N/A		N/A		N/A	
Hampton Painting Inc	N/A		N/A		N/A		N/A	
Leanard Bell Painting Inc	$73.00	20'	$104.00	20'	$13.75	(3)	$110.00	(3)
POD LLC dba Painters On Demand	N/A		N/A		N/A		N/A	
Quick Painting Group	N/A		N/A		N/A		N/A	
Razorback LLC	$75.00		$600.00		$125.00	(5)	$1,000.00	(5)
Siesta Key Décor	**$125.00**		**$325.00**	2 section	N/A		**$475.00**	60' Lift
TSI of Manatee Inc	N/A		N/A		**$90.00**	40' Genie	**$400.00**	40' Genie

Bidder's Name	9. USE OF CONTRACTOR OWNED EQUIPMENT HOURLY RATE: OTHER		9. USE OF CONTRACTOR OWNED EQUIPMENT DAILY RATE: OTHER		10. USE OF SUBCONTRACTOR, PERCENTAGE MARKUP OF COST, MAXIMUM 10%	
	Bid Price	Notes	Bid Price	Notes	Bid Price	Notes
305 Brothers All in One	$60.00	(2)	$400.00	(2)	10%	
Florida Service Painting Inc dba Service Contracting Solutions	N/A		N/A		**10%**	
Boro Building & Property Maintenance	N/A		N/A		**5%**	
Hampton Painting Inc	N/A		N/A		**10%**	
Leanard Bell Painting Inc	$12.50	(4)	$100.00	(4)	10%	
POD LLC dba Painters On Demand	N/A		N/A		10%	
Quick Painting Group	N/A		N/A		No Bid	
Razorback LLC	N/A		N/A		10%	
Siesta Key Décor	N/A		**$125.00**	**(6)**	**10%**	
TSI of Manatee Inc	**$95.00**	45' Genie	**$450.00**	45' Genie	**10%**	

Notes:

1) Paint Spray, Pressure washer and Surface Cleaners
2) Scissor Lift 40' max
3) Spray Machine for Paint
4) Pressure Washer
5) Compressor
6) Scissor Lift 19' Electric

"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 chapter 120, Florida Statutes."

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 23-0077-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Boro Building & Property Maintenance , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

   PAINTING SERVICES, SDMC No. 23-0077-MR

2. **Contract Term:** The term of this Agreement shall be from **January 1, 2023** through **December 31, 2025** . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

   The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

   The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **Termination for Cause:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

7. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
8. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. **Anti-Discrimination**: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
10. **Minority, Small, and Women Owned Business**: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Forge Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.
12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

13. **Davis-**Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.
14. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
15. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **Clean Air Act** (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
17. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
18. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **Section 6002 of The Solid Waste Disposal Act:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

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21. **Indemnification:** Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

22. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
    a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
    c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
        i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
    d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
    e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

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any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

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

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

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

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

26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

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

    The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

    The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

    Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

SIGNATURES:

CONTRACTOR

_____	_____
Signature	Date
_____	_____
Type or Print Name	Title
_____	_____
Business/Company Name	Phone
_____	_____
Address	Fax
_____	_____
City, State, Zip	Email

SCHOOL DISTRICT OF MANATEE COUNTY

_____	_____
Legal Counsel	Date
_____	_____
Superintendent	Date

SCHOOL BOARD

_____	_____
Board Chair	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: _

TELEPHONE NUMBER: _

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 23-0077-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Hampton Painting Inc. , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

   PAINTING SERVICES, SDMC No. 23-0077-MR

2. **Contract Term:** The term of this Agreement shall be from **January 1, 2023** through **December 31, 2025** . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

   The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

   The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **Termination for Cause:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

7. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
8. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. **Anti-Discrimination**: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
10. **Minority, Small, and Women Owned Business**: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Forge Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.
12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

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    The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

    The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

    Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

SIGNATURES:

CONTRACTOR

_____	_____
Signature	Date
_____	_____
Type or Print Name	Title
_____	_____
Business/Company Name	Phone
_____	_____
Address	Fax
_____	_____
City, State, Zip	Email

SCHOOL DISTRICT OF MANATEE COUNTY

_____	_____
Legal Counsel	Date
_____	_____
Superintendent	Date

SCHOOL BOARD

_____	_____
Board Chair	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: _

TELEPHONE NUMBER: _

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
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PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 23-0077-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Florida Services Painting Inc. dba Service Contracting Solutions , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

   PAINTING SERVICES, SDMC No. 23-0077-MR

2. **Contract Term:** The term of this Agreement shall be from **January 1, 2023** through **December 31, 2025** . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

   The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

   The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **Termination for Cause:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

7. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
8. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. **Anti-Discrimination**: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
10. **Minority, Small, and Women Owned Business**: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Forge Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.
12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

13. **Davis-**Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.
14. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
15. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **Clean Air Act** (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
17. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
18. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **Section 6002 of The Solid Waste Disposal Act:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **Record Retention Requirements for Contracts Paid for with Federal Funds** 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **Indemnification:** Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

22. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
    a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
    c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
        i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
    d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
    e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

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

any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

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

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

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

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

26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

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

    The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

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    Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

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CONTRACTOR E-VERIFY NUMBER: _____

SIGNATURES:

CONTRACTOR

_____	_____
Signature	Date
_____	_____
Type or Print Name	Title
_____	_____
Business/Company Name	Phone
_____	_____
Address	Fax
_____	_____
City, State, Zip	Email

SCHOOL DISTRICT OF MANATEE COUNTY

_____	_____
Legal Counsel	Date
_____	_____
Superintendent	Date

SCHOOL BOARD

_____	_____
Board Chair	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: _

TELEPHONE NUMBER: _

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

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- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
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PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 23-0077-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Siesta Key Decor , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

   PAINTING SERVICES, SDMC No. 23-0077-MR

2. **Contract Term:** The term of this Agreement shall be from **January 1, 2023** through **December 31, 2025** . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

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9. **Anti-Discrimination**: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
10. **Minority, Small, and Women Owned Business**: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Forge Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.
12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

13. **Davis-**Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.
14. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
15. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **Clean Air Act** (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
17. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
18. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **Section 6002 of The Solid Waste Disposal Act:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

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21. **Indemnification:** Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

22. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
    a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
    c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
        i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
    d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
    e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

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

any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

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

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

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

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

26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

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

    The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

    The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

    Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

SIGNATURES:

CONTRACTOR

_____	_____
Signature	Date
_____	_____
Type or Print Name	Title
_____	_____
Business/Company Name	Phone
_____	_____
Address	Fax
_____	_____
City, State, Zip	Email

SCHOOL DISTRICT OF MANATEE COUNTY

_____	_____
Legal Counsel	Date
_____	_____
Superintendent	Date

SCHOOL BOARD

_____	_____
Board Chair	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: _

TELEPHONE NUMBER: _

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 23-0077-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and TSI of Manatee Inc. , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

   PAINTING SERVICES, SDMC No. 23-0077-MR

2. **Contract Term:** The term of this Agreement shall be from **January 1, 2023** through **December 31, 2025** . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

   The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

   The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **Termination for Cause:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

7. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
8. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. **Anti-Discrimination**: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
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any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

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

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

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

26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

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

    The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

    The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

    Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

SIGNATURES:

CONTRACTOR

_____	_____
Signature	Date
_____	_____
Type or Print Name	Title
_____	_____
Business/Company Name	Phone
_____	_____
Address	Fax
_____	_____
City, State, Zip	Email

SCHOOL DISTRICT OF MANATEE COUNTY

_____	_____
Legal Counsel	Date
_____	_____
Superintendent	Date

SCHOOL BOARD

_____	_____
Board Chair	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: _

TELEPHONE NUMBER: _

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 9.27

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Proposal Internal Connections District Erate Equipment SDMC No. 23-0074-RG, in the Amount of $478,634.83

Executive Summary
Through the 2023 Federal E-Rate program, the District applied for $2,393,174.13 in Federal funding for Network Equipment to upgrade the system in 2023-2024. The 80 percent discount/refund would account for $1,914,539.30, leaving the District to incur a cost of $478,634.83.

The requested contract is for the period of July 1, 2023, through June 30, 2024.

This proposal solicitation was issued on September 7, 2022, and opened on October 7, 2022. The School District received five (5) responsive proposals.

The proposal is recommended for award to PC Solutions & Integration, Inc., Miami, FL, Florida Document No. P97000104089.

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

Technology & Innovation | Goal 2
Implement and sustain a modernized communication system infrastructure for all schools.

Recommendation
The Superintendent recommends approval of the proposal Internal Connections District Erate Equipment SDMC No. 23-0074-RG, in the amount of $478,634.83.

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

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

Attachments:
Contract of Award Agreement SDMC NO. 23-0074-RG
23-0074-RG ERATE INTERNAL CONNECTIONS TABULATION SIGNED

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 23-0074-RG

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and _PC Solutions & Integration, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for

Internal Connections District Erate Equipment, SDMC 23-0074-RG

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from **July 1, 2023,** through **June 30, 2024**. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the

marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

11.1 The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

12. **GOVERNING LAW:**

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

13. **DAVIS-**BACON ACT:

13.1 as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must

be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

15.1 If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

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

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each

tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

21.1 Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

23.1 The School District of Manatee County and State of Florida requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

24. **SOVEREIGN IMMUNITY:**

24.1

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

28.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 447712

PC Solutions & Integration, Inc	4937 SW 75th Ave, Miami, FL 33155
BUSINESS/COMPANY NAME	ADDRESS
305-667 -0633	michelle@pcsusa.net
PHONE	EMAIL
Michelle Rudnick	President
TYPE OR PRINT NAME	TITLE

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Legal	Date	Board Chair (over $50,000)	Date

NOTICE OF INTENT TO AWARD

BID ON ON ERATE (2023-2024) Internal Connections District Erate Equipment, SDMC 23-0074-RG

CONTRACT PERIOD: JULY 1, 2023 THRU JUNE 30, 2024

BOARD APPROVED ON NOVEMBER 8, 2022

TABULATION OF BIDS ON ERATE (2023-2024) Internal Connections District Erate Equipment, SDMC 23-0074-RG
Bids Due: October 7, 2022 at 12:00 p.m.

Service Provider Bid Response Evaluation Grid

Billed Entity Name: Manatee County School District
Billed Entity Number: 127848
Funding Year: 2023
Service Description: Internal Connections District Erate Equipment
Date/Time of Evaluation: 10/12/2022 @ 2:00pm
Evaluation performed by: Vince Hoaglin, Matthew Bauer, Scott Hansen

Bidder's Name	PRICING PROPOSAL		INTEGRATION INTO EXISTING INFRASTRUCTURE		EQUIPMENT WARRANTY PERIOD		CUSTOMER REFERENCE FORMS		TECHNICAL SUPPORT MODEL		TRAINING ON PROPOSED EQUIP INSTALL & DAILY MGMT		PAST ERATE EXPERIENCE WITH RESPONDER		BEST FIT FOR DISTRICT'S NEEDS		TOTAL
	(1 to 10)	(35%)	(1 to 10)	(30%)	(1 to 10)	(10%)	(1 to 10)	(5%)	(1 to 10)	(5%)	(1 to 10)	(5%)	(1 to 10)	(5%)	(1 to 10)	(5%)	(100 PTS)
	Evaluation Score	Weighted Score	Evaluation Score	Weighted Score	Evaluation Score	Weighted Score	Evaluation Score	Weighted Score	Evaluation Score	Weighted Score	Evaluation Score	Weighted Score	Evaluation Score	Weighted Score	Evaluation Score	Weighted Score	
Green Pages	10.0	3.50	10.00	3.00	10.00	1.00	0.00	0.00	10.00	0.50	10.00	0.50	5.00	0.25	10.00	0.50	9.25
A3 Communications	6.95	2.43	10.00	3.00	10.00	1.00	10.00	0.50	10.00	0.50	10.00	0.50	5.00	0.25	10.00	0.50	8.68
AIC	8.9	3.12	5.00	1.50	10.00	1.00	5.00	0.25	10.00	0.50	10.00	0.50	5.00	0.25	6.00	0.30	7.42
CDW	7.8	2.73	10.00	3.00	10.00	1.00	8.00	0.40	10.00	0.50	10.00	0.50	9.00	0.45	10.00	0.50	9.08
PC Solutions	9.8	3.42	10.00	3.00	10.00	1.00	10.00	0.50	10.00	0.50	10.00	0.50	10.00	0.50	10.00	0.50	9.92
Solutions Plus (non responsive)	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Notes:

1. **Selection Factors:** Price must be the top factor; all other factors are determined by the evaluator.
2. **Weighting** must add up to 100%. Price must have the highest Weight of all factors.
3. **Evaluation Score** on a scale of 1 to 10: 1=worst (eg. highest price), 10=best (eg. lowest price)
4. **Weighted Score** = Weighting x Score

Evaluator Selection Remarks:

Bidder Selected by Highest Weighted Score:
PC Solutions

Signature	Name	Date
Vincent B. Hoaglin	Vincent Hoaglin	10.12.2022
Matthew Bauer (Oct 17, 2022 07:10 EDT)	Matthew Bauer	10.12.2022
Scott Hansen	Scott Hansen	10.12.2022

"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

AGENDA ITEM NO. 9.28

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval to Renew Purchase of Microsoft Unified Enterprise Support Services, SDMC No. 23-0088-RG, Not to Exceed $70,000.00

Executive Summary
The Microsoft Unified Enterprise Support (MUES) dedicates a support team to provide continuous hands-on assistance and escalates issues to speed up resolution to keep the District's systems up and running. The MUES provides training and tools to the District's Information Technology (IT) team to support the Microsoft Enterprise Licensing Agreement for email, calendar, OneDrive, SharePoint, One Note, TEAMS, Word, Excel and Class Notes. MUES' flexibility allows the District to design the correct service plan that fits the IT environment, goals and objectives.

This is a yearly expense and will renew annually.

Purchase history:
- 2020-2021-$70,680.00
- 2021-2022-$49,934.00

Subsection 6A-1.012(8) F.A.C. (14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.004(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

The supplier is Microsoft Corporation, Charlotte, NC, Florida Document No. F95000001671.

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

Technology & Innovation | Goal 4
Improve the productivity of all staff by providing cost efficient and innovative technology solutions.

Technology & Innovation | Goal 5
Provide a safe, secure, consistent, and seamless connectivity experience to all users supporting the educational goals of all schools.

Recommendation
The Superintendent recommends approval to renew purchase of Microsoft Unified Enterprise Support Services, SDMC No.23-0088-RG, not to exceed $70,000.00.

Financial Impact
Microsoft Unified Enterprise Support Services will be paid from the general fund and is Included in IT's budget for 2022-2023.

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

Attachments:
Manatee County SD FY23 Unified Renewal

Microsoft

Microsoft Unified Enterprise Support

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Support to drive your solution success

Accelerate time to value by putting your business-critical solutions at the center of our experience



Maximize my uptime

Maintain continuity, prevent issues, and respond to incidents quickly

Keep my business running smoothly



Know and guide me

Partner with a team who knows your business and can get you results

Understand my goals and technology



Enable me to do more

Transform your organization for success in a cloud-first world

Activate my business and my people

Accelerate outcomes

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Support plan overview
deep dive

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Foundational Services

CSAM/IM Included, time dependent on size of agreement and add-on services



Phone Advisory as needed to answer question and provide advice



On-Demand Assessments included to help keep IT environment healthy



On-Demand Learning included to help staff stay current on Microsoft products and technologies



Problem Resolution as needed Break fix Support (On-prem and Cloud)

Benefit from support that adapts to your needs

Maximize the value of your Microsoft investments without the limit of hours or additional costs

	Premier Support	Unified Enterprise
Technical Support	• Problem resolution support hours • Critical: 1-hour critical response time • Standard: 4-hour	+ As-needed Reactive Support (on-prem and cloud) + Critical Sev 1 / Emergency: 15-minute critical response for Azure; 1-hour for all other products + 1-hour Sev A/2-hour Sev B/4-hour Sev C
Escalation Management	• Through designated CSAM	+ For Critical Business System Down issues, assigned after 15-minutes for Azure or 1-hour for all other products + For Critical Business System Degraded, assigned after 1 hour for all products
Case Management/ Tooling	• Services Hub portal to submit cases	+ Services Hub portal for support management, recommendations, and product updates
IT Health	• Available at additional cost	+ As-needed on-demand assessments and setup and configuration services
Account Management	• Assigned Customer Success Account Manager hours	+ Designated Customer Success Account Manager
Advisory Support	• Available via Hours on Contract	+ As-needed Advisory Phone Support (limited to six hours or less per incident)
Technical Training	• Access to on-demand videos and learning paths	+ Access to full catalog of on-demand videos and learning paths
Proactive Services & Enhanced Solutions	• Access to the entire catalog of support services as Add-ons	+ Flex Allowance, based on support spend, to use towards any Proactive Services and Enhanced Solutions + Access to the entire catalog of support services as Add-ons
Support Pricing	• Hours-based model	• As-Needed Support Model

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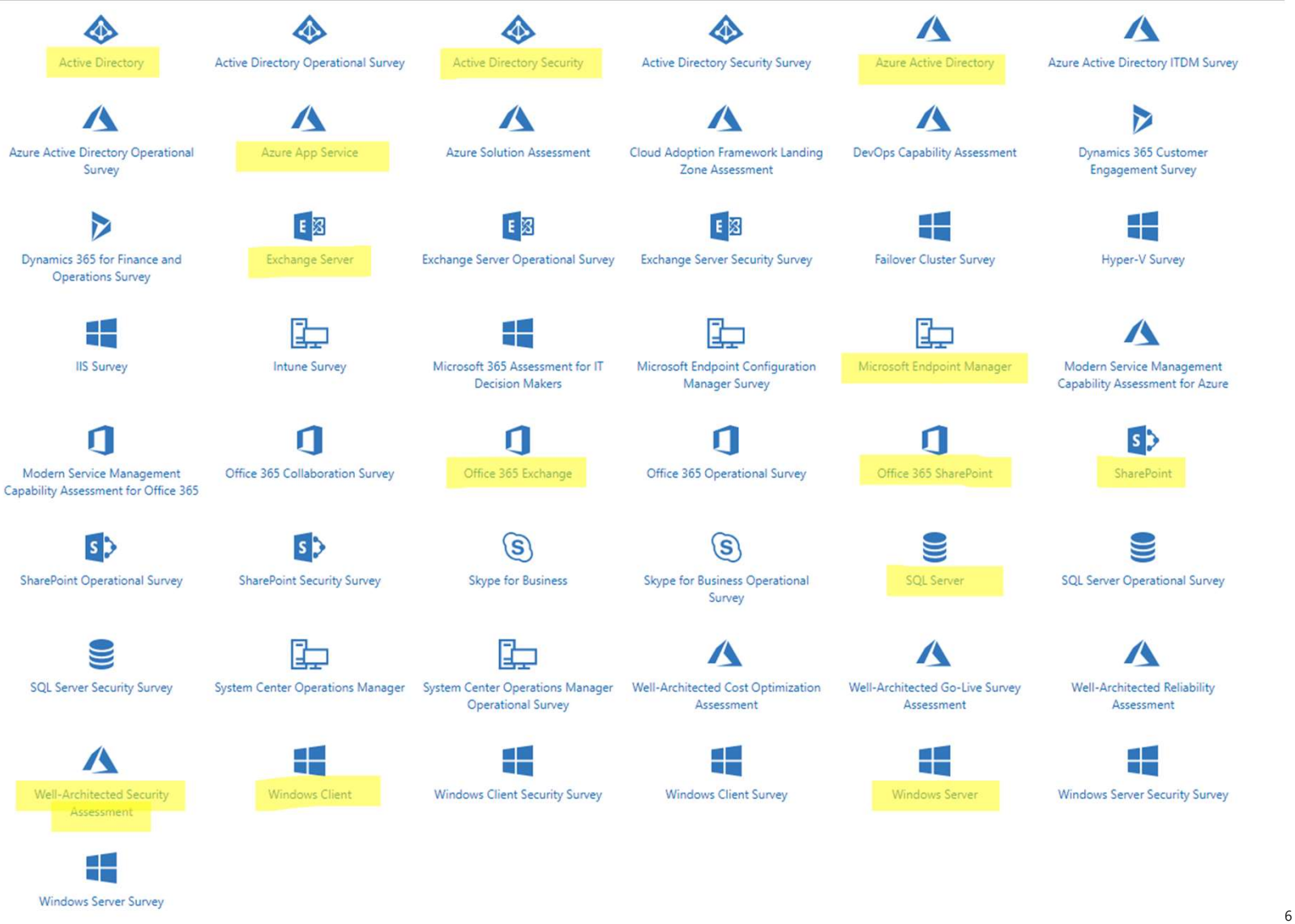
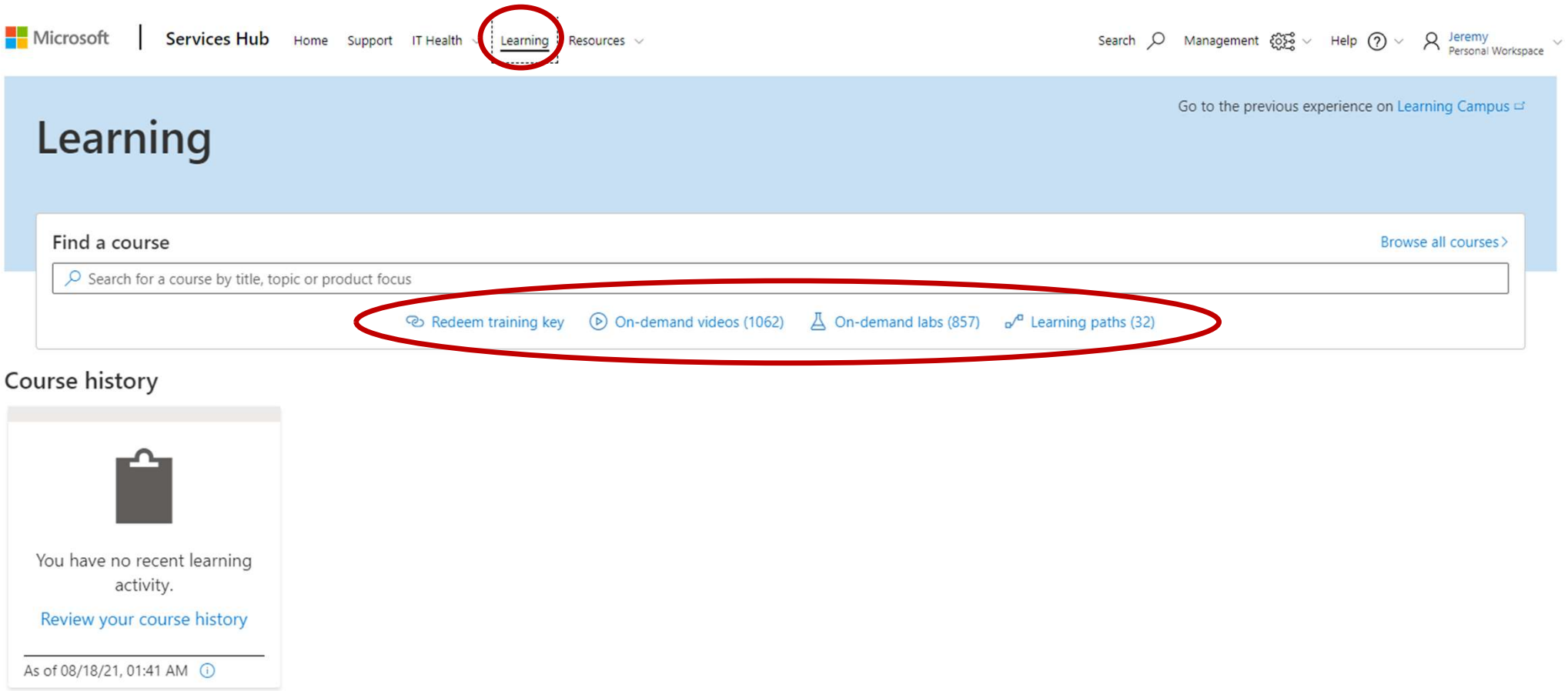
Services Hub On-Demand Assessments & Surveys



On-Demand Learning Portal



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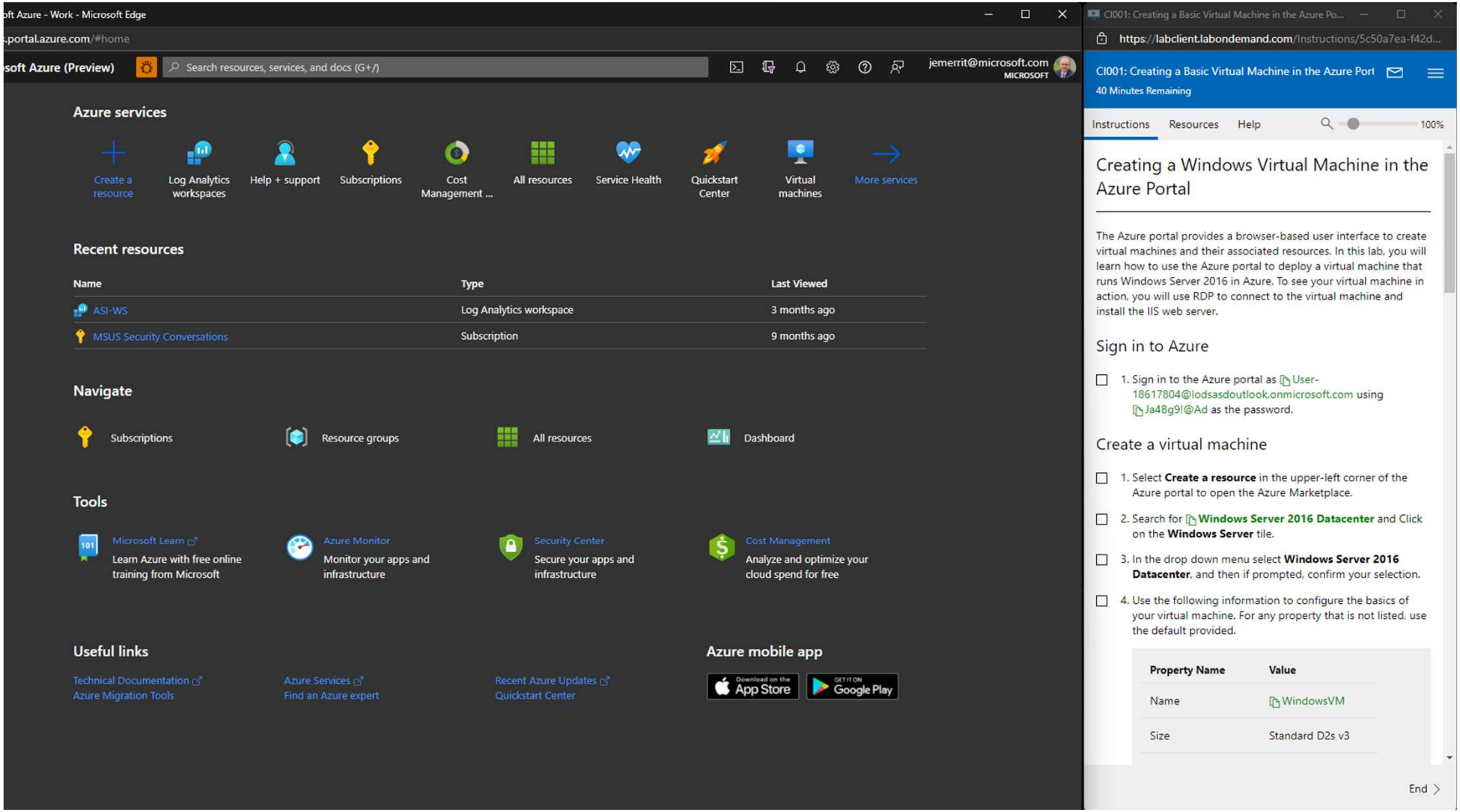
Hands-On Labs available in On-Demand Learning Portal



Specific Learning Paths included in On-Demand Learning Include…

- Azure Virtual Machines
- Azure AD - Using Azure AD Connect
- Troubleshooting Performance in Dynamics 365 Customer Engagement using Fiddler
- Getting Started with Dynamics 365 Test Automation using EasyRepro
- Application Lifecycle Management for Dynamics 365 for Finance and Operations
- Implement Privileged Access Management (PAM) to reduce the number of administrators in your organization
- Administration for Dynamics 365 for Finance and Operations
- Active Directory Troubleshooting - Introduction and Overview
- Active Directory Federation Services
- Azure DevOps Services Essentials
- Azure Stack
- Azure Storage
- Group Policy Object Components
- Skype for Business Troubleshooting - Call Quality Dashboard
- Managing Windows 10 Devices with Microsoft Intune and Autopilot
- Azure Site Recovery
- Microsoft Exchange Online – Troubleshooting
- Group Policy Service, its history and how GPOs operate
- Automate Your Operations in Dynamics 365 Customer Engagement with PowerShell
- Office 365 Exchange Security Features
- Microsoft Office 365 - SharePoint Online Administration and Configuration
- Microsoft Azure - Infrastructure as a Service
- Microsoft Office 365 - Security and Compliance
- Microsoft Office 365 - PowerApps for Administrators
- Protecting Against Ransomware
- Development for Dynamics 365 for Finance and Operations
- Group Policy Object Settings
- Microsoft Azure - Security Best Practices
- Group Policy Troubleshooting
- Windows PowerShell - Foundation Skills
- Enterprise Mobile Device Management with Microsoft Intune
- Dynamics 365 Power BI

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Tailor your solution for success

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Your Unified Support Experience

Total Agreement Value	$92,926
Flex Allowance	($25,000)
Total Cost	**$67,926**

Contract Includes

- CSAM and Incident Manager
- All Unified Foundational Services
  - As-Needed Reactive Support (Both Cloud and On-Premises Technologies)
  - As-Needed On-Demand Assessments and Learning Portal
  - As-Needed Advisory Calls
- 192 Proactive Credits ($100 each) – Same as last year

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Tailoring your support experience

Build on the foundational services by customizing your experience with Flex Allowance

How it works

1) Automatically get a Flex Allowance based on a percentage of your base agreement price
   - For $50k-175k in contract list price: $25k or 20%, whichever is greater
   - For $175k+ in contract list price: $50k or 20%, whichever is greater
2) Use your Flex Allowance towards our entire catalog of Proactive Services and Enhanced Solutions

Unified Enterprise base

	Maximize my uptime	Know and guide me	Enable me to do more
Foundational services	Organization-wide support coverage to help maintain IT health and upskill staff		
Tailor your solution Apply your Flex Allowance towards these services or purchase them as add-ons	Expert-led, solution-specific engagements across Well-Architected, Server Migration, Security, Microsoft Teams, Business Applications, Analytics, and more		
	Support for Mission Critical		
	O365 Engineering Direct		
	Azure Rapid Response* and Azure Event Management		
	Developer Support		
	Designated Support Engineering		

*Limited availability in certain geos

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Proactive Credits (Support Assistance)

Scenario-specific, expert-led support services to accelerate the value of your business-critical solutions by eliminating deployment risks, increasing availability, and optimizing performance

Portfolio of services across your solution lifecycle

MAINTAIN

Tailored guidance for security, configuration, and operations to keep your solutions healthy

ONBOARD

Remove technical and operational blockers to accelerate cloud solution deployment

OPTIMIZE

Improve resiliency, scalability, security, cost, and operations to maximize ROI

Our three-step approach

01
Assess & Discover
Current and desired state defined

- **Expert led discovery** and assessment of your IT environment to identify technical and operational issues
- **Fit gap analysis** that defines current and future state
- **Document** the set of activities that enable future state attainment

02
Upskill & Design
Knowledge and capability gaps addressed

- **Educate** team-on key concepts, design principles and recommended best practices
- **Design workshops** to envision and document your technical solution
- **Validate** design against technical and business requirements

03
Configure & Implement
Capabilities and health improved

- **Remove** identified technical and operational blockers
- **Prepare** for solution deployment and/or migration
- **Next step guidance** for operational success

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Thank you!

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Appendix

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Unified Enterprise | Graduated pricing rates

As your cloud investment grows, you'll pay a lower rate for your growing support needs

Graduated pricing rates

Annual spend	Azure
$0 to $1.8M	10%
$1.8M to $6M	7%
$6M to $12M	5%
$12M to $30M	3%
$30M to $60M	2.25%
$60M to $120M	2%
>$120M	1.75%

	User			
Annual spend	Modern Work	Biz Apps	On-Prem User	On-Prem Server
$0 to $1.5M	8%			10%
$1.5M to $3M	7%			9%
$3M to $6M	6%			8%
$6M to $15M	5%			7%
>$15M	4%			6%

Rates are graduated, so if a customer has $6M in annual Azure spend, it would be calculated as 10% of the first $1.8M and 7% of the next $4.2M ($1.8M-6M).

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Unified Enterprise | Severity definitions

Take advantage of 24x7 problem resolution support for your Microsoft technologies

Severity definitions

Severity	Name	Definition	Expected Response Times
1	Critical Business System Down	Business at risk. Complete loss of a critical application or solution.	< 15-minutes for Azure; < 1-hour for all other products
A	Critical Business System Degraded	Significant loss or degradation of services.	< 1-hour for all products
B	Moderate Business Impact	Moderate loss or degradation of services, but work can reasonably continue in an impaired manner.	< 2-hour for all products
C	Minor Business Impact	Substantially functioning with minor or no impediments of services.	< 4-hour for all products

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AGENDA ITEM NO. 9.29

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Use of the School Board of Brevard County Bid on Print & Non-Print Materials & Related Ancillary Items & Services, SDMC No. 23-0087-BS, Estimated in the Amount of $200,000.00 Per Fiscal Year

Executive Summary
The Brevard County School District issued bid, #21-159-B-HD for a catalog discount for print & non-print materials & related ancillary items & services. The vendors have agreed to extend the pricing to the Manatee County School District under the same terms and conditions. Copies of the bid specifications and pricing are on file in the purchasing department. Additional awarded vendors may be made available as needed.

The requested contract is for the period of November 8, 2022 through December 14, 2023 with the option to renew for one (1) additional two (2) year period through December 14, 2025.

Subsection 6A-1.012(8) F.A.C. (5) allows school boards to purchase from existing bids of other public entities upon agreement by the awarded vendor(s).

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period.

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of the use of the School Board of Brevard County bid on print & non-print materials & related ancillary items & services, SDMC No. 23-0087-BS, estimated in the amount of $200,000.00 per fiscal year.

Financial Impact
The funding source for these estimated expenditures are included in the General Funds, Special Projects, Federal Projects and Capital Accounts and are included in the school sites and departments approved budgets for 2022-2023.

Contact
Submitting Department: Purchasing
Initiated By: Ruth Gruett

Attachments:
Participating Agreement

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT FOR THE SCHOOL BOARD OF BREVARD COUNTY AGREEMENT FOR BOOKS, PRINT & NON-PRINT INSTRUCTIONAL, LIBRARY, CURRICULUM, AP & COLLEGIATE MATERIALS & RELATED ANCILLARY ITEMS & SERVICES CATALOG DISCOUNT BID, SDMC No. 23-0087-BS

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and (Contractor).

1.		**AUTHORITY**
	1.1	The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."
	1.2	**School Board of Brevard County** competitively procured and awarded **Books, Print & Non-Print Instructional, Library, Curriculum, AP & Collegiate Materials & Related Ancillary Items & Services Catalog Discount Bid No. 21-159-B-HD** and is hereto as Exhibit A, ("Solicitation"). A contract was executed **December 15, 2020** between the parties and is hereto as Exhibit B, ("Authorized Contract").
	1.3	Therefore, the District would enter into a Participating Agreement with Contractor.
2.		**PURPOSE AND SCOPE**
	2.1	The purpose of the Participating Agreement is to **purchase books, print & non-print instructional, library, curriculum, ap & collegiate materials & related ancillary items & services** pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.
3.		**TERM AND RENEWAL**
	3.1	**Term:** This Participating Agreement shall become effective on **November 8, 2022** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **School Board of Brevard County**.
	3.2	**Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.
4.		**AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**
	4.1	The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.
	4.2	The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.
	4.4	Exhibit C, The School Board of Brevard County Tab Sheet.

5.		**TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**
	5.1	**COMPLIANCE WITH JESSICA LUNSFORD ACT:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: www.manateeschools.net.
	5.2	**ASSIGNMENT:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.
	5.3	**THIRD PARTY BENEFICIARIES:** This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.
	5.4	**GOVERNING LAW:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.
	5.5	**RELATIONSHIP OF PARTIES:** The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.
	5.6	**INVOICE REQUIREMENTS**: The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement. The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work. The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.
	5.7	**INDEMNIFICATION**: To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board

		Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with the Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.
	5.8	**CONFIDENTIALITY:** Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.
	5.9	**SOVEREIGN IMMUNITY:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.
	5.10	**COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.
	5.11	**CONTACT WITH STUDENTS:** Unless otherwise specified, the contracting party with The School Board of Manatee County, will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.
	5.12	**STANDARDS OF CONDUCT:** The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.
	5.13	**SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

	5.14	**FORCE MAJEURE:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.
	5.15	**EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
	5.16	**ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
	5.17	**MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.
	5.18	**DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
	5.19	**TERMINATION FOR CAUSE AND CONVENIENCE:** Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination,

		together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience— Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.
	5.20	**COMPLIANCE WITH THE SUNSHINE LAW:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
	5.21	**SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.
	5.22	**COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.
	5.23	**SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.
	5.24	**TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.
	5.25	**DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of

		Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.
	5.26	**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
	5.27	**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
	5.28	**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
	5.29	**CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
	5.30	**SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

		maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).	
	5.31	**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.	
	5.32	**OTHER PROVISIONS:**	
		5.32.1	*POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
		5.32.2	*CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.
		5.32.3	*POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee

			or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.
		5.32.4	*ENTIRE AGREEMENT*: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.
	5.33	**CUSTODIAN OF PUBLIC RECORDS:** IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PUBLIC RECORDS CUSTODIAN 215 MANATEE AVENUE W. BRADENTON, FLORIDA, 34205 (941) 708-8770 PUBLICRECORDS@MANATEESCHOOLS.NET	
	5.34	**ASSIGNMENT**: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.	
6.		**EXHIBITS TO THE PARTICIPATING AGREEMENT**	
	6.1	All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:	
		6.1.1	Exhibit A: original Solicitation and contractors Reply
		6.1.2	Exhibit B: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document. [if contractor has a separate contract]
		6.1.3	Exhibit C: The School Board of Brevard County Tabulation Sheet
7.1		**COVID 19**	
	7.1	The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.	

8.		**EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**
	8.1	By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute. The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract. Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such. To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated. CONTRACTOR E-VERIFY NUMBER: _____

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

AGENDA ITEM NO. 9.30

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Agreement with Enterprise Fleet Management to Lease White Fleet Vehicles and Auction District Purchased Vehicles, SDMC No. 23-0083-RG, Estimated Annual Net Expense of $236,321.80

Executive Summary
The District is requesting approval to establish a lease finance program with Enterprise Fleet Management with the objectives of lowering white fleet costs, increasing the predictability of expenditures and increasing staff safety. Greater than 52% of the white fleet is ten (10) years or older. This has resulted in: higher fuel costs, higher maintenance costs, expired warranties, increased down-time/lost productivity, and a drain on District mechanic resources. Leasing the white fleet will increase vehicles under warranty, reduce maintenance costs, improve fuel efficiency and increase safety (anti-lock brakes, stability control, back-up cameras, side air bags).

The white fleet leases would be phased in over a five (5) year period with a net expense schedule estimated as follows:

Year 1 105 Owned Vehicles (25 Lease Vehicles – Net Exp $94,152)
Year 2 81 Owned Vehicles (49 Lease Vehicles – Net Exp $223,987)
Year 3 53 Owned Vehicles (77 Lease Vehicles – Net Exp $301,918)
Year 4 25 Owned Vehicles (105 Lease Vehicles – Net Exp $360,614)
Year 5 0 Owned Vehicles (130 Lease Vehicles – Net Exp $200,938)

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

The Supplier is Enterprise Fleet Management, St. Louis, Missouri, Florida Document No. F10000001625

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of the agreement with Enterprise Fleet Management to lease white fleet vehicles and auction District purchased vehicles, SDMC No. 23-0083-RG, estimated annual net expense of $236,321.80.

Financial Impact
The average annual expense for this request is estimated at $236,321.80 and is included in the approved Capital Budget for 2022-2023 and proposed Capital Budgets for 2023-2028.

Contact
Submitting Departments: Operations & Purchasing
Initiated By: Joe Ranaldi and Ruth Gruett

Attachments:
Enterprise Contract

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SCHOOL DISTRICT OF MANATEE COUNTY

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MASTER EQUITY LEASE AGREEMENT
GOVERNMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

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FLORIDA
SERVICE AGREEMENT

FLORIDA SERVICE AGREEMENT

This Agreement is entered into as of the ___ day of October, 2022, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Manatee County School District (District).

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and Manatee County School District.

WITNESSETH:

1. INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify the District from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which the District may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between the District and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

2. Public Records Law. EFM acknowledges the District's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. EFM further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, EFM shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Without in any manner limiting the generality of the foregoing, to the extent applicable, EFM acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(a). keep and maintain public records required by the District to perform the services required under this Agreement;

(b). upon request from the District's Custodian of Public Records or his/her designee, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c). ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if EFM does not transfer the records to the District; and

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

(e). **IF EFM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EFM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

School District of Manatee County
Attn: Communications/Public
Records Associate
215 Manatee Avenue West
Bradenton, FL 34206
(941) 708-8770

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and Manatee County School District have executed this Service Agreement as of the day and year first above written.

Company: Manatee County School District

EFM: ENTERPRISE FLEET MANAGEMENT INC.

_____ _____

By: _____
Title: _____

Address: _____
_____
_____

By: _____
Title: _____

Address: _____
_____
_____



AMENDMENT TO MASTER

EQUITY LEASE AGREEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of October, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of August, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Manatee County School District ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law.

Section 14 of the Master Equity Lease Agreement is amended to add the additional paragraph which reads as follows:

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement.

Paragraph 15 first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide "advance" written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Paragraph 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a school district, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any

Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Manatee County School District (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By_____	By_____
Title:_____	Title:_____
Date Signed:_____, _____	Date Signed:_____, _____



SECOND AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

enterprise FLEET MANAGEMENT

SECOND AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment") dated this ____ day of October, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of October, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Manatee County School District ("Lessee"). This Second Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a), (i) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with $1,000,000 Self-Insured Retention is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - $1,000,000 Self-Insured Retention
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage Per Accident (100/300/50) - $1,000,000 Self-Insured Retention
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage Per Accident (100/300/50) - $1,000,000 Self-Insured Retention

Section 11(a), second paragraph of the Master Equity Lease Agreement is amended to read as follows:

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Second Amendment. Except to the extent specifically amended by this Second Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment to Master Equity Lease Agreement as of the day and year first above written.

Manatee County School District (Lessee)

By_____

Title:_____

Date Signed:_____, _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By_____

Title:_____

Date Signed:_____, _____



SELF INSURANCE

ADDENDUM

(PHYSICAL DAMAGE)

FLEET MANAGEMENT

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT

(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated _____ day of _____, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: _____

_____

By: _____

Title: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

_____

By: _____

Title: _____

Date Signed: _____, _____

© 2017 Enterprise Fleet Management, Inc. I02096_Self-Insurance Addendum (Equity, Physical Damage)



EFM GOVERNMENT

CREDIT APPLICATION

enterprise FLEET MANAGEMENT

GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____

Street Address _____ City _____ State _____ Zip _____

E-mail _____ Phone # _____ Fax # _____

Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____

Type of Business _____ Duns Number _____

Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____

Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No

Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal

Published Annual Reports ☐ Yes ☐ No

Income Tax Returns (3 years) ☐ Yes ☐ No

Other Items Included: _____

Federal ID Number: _____

Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	**Phone #**	**E-Mail Address**	**Acct #**	**# of Vehicles**
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____

Street Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____

Street Address _____ City _____ State _____ Zip _____

Contact Name _____ Phone # _____ Fax # _____

Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____

Street Address _____ City _____ State _____ Zip _____

Bank Contact Name _____ Phone # _____ Fax # _____

ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (http://efmfleetaccess.efleets.com) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a $25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do herby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name	Title
Signature	Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

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SAMPLE QUOTE & LEASE SCHEDULE

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No:

Prepared For:

Date 11/02/2021
AE/AM

Unit #
Year 2021 **Make** GMC **Model** Sierra 1500
Series Base 4x2 Double Cab 6.6 ft. box 147.4 in. WB
Vehicle Order Type Ordered **Term** **State** FL **Customer#**

Capitalized Price of Vehicle [1]
* Sales Tax **State** FL
* Initial License Fee
* Registration Fee
Other:Courtesy Delivery Fee
Capitalized Price Reduction
Tax on Capitalized Price Reduction
Gain Applied From Prior Unit
* Tax on Gain On Prior
* Security Deposit
* Tax on Incentive (Taxable Incentive Total : $0.00)

Total Capitalized Amount (Delivered Price)
Depreciation Reserve @
Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

Commercial Automobile Liability Enrollment

Liability Limit ____

Physical Damage Management — Comp/Coll Deductible _____

Full Maintenance Program [3] Contract Miles _____ — OverMileage Charge _____ Per Mile

Incl: # Brake Sets (1 set = 1 Axle) _ — # Tires _ — Loaner Vehicle Not Included

Additional Services SubTotal

Sales Tax _____ **State** FL

Total Monthly Rental Including Additional Services

Reduced Book Value at __ Months

Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE
BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.
[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Open-End (Equity) Lease Rate Quote

Quote No:

VEHICLE INFORMATION:

2021 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: TC10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$32,289.6	$33,600.00
Total Options	$855.40	$940.00
Destination Charge	$1,595.00	$1,595.00
Total Price	**$34,740.00**	**$36,135.00**

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White

Interior: H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1SA	Preferred Equipment Group 1SA	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A7E	4-Way Manual Passenger Seat Adjuster	Included	Included
AE7	Front 40/20/40 Split-Bench Seat	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CGN	Spray-On Pickup Bed Liner w/GMC Logo	$495.95	$545.00
CTT	Hitch Guidance	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GRILLE	Chrome Surround Grille w/Black Mesh	Included	Included
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: GMC Infotainment Audio System	STD	STD
K34	Cruise Control	Included	Included
KW7	170 Amp Alternator	Included	Included
LV3	Engine: 4.3L EcoTec3 V6	Included	Included
MYC	Transmission: 6-Speed Automatic	STD	STD
PAINT	Solid Paint	STD	STD
QBN	Tires: 255/70R17 AS BW	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
RD6	Wheels: 17" x 8" Silver Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Vinyl Seat Trim	STD	STD
UQF	6-Speaker Audio System Feature	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z82	Trailering Package	$359.45	$395.00
ZLQ	Fleet Convenience Package	NA	NA

Open - End (Equity) Lease Schedule

Quote No:

Supplemental to and part of Master Equity Lease Agreement date: 04/12/2013

1. Lessee Name | **Delivery Date** 02/25/2021

Address | **Customer#**

City | **State** FL | **Postal Code**

ATTN

Driver | **Alternate Driver**

Address | **Garage County**

City | **State** FL | **Postal Code**

2. Lease Term Commencing on the delivery date of the vehicle and ending 12 months after the first full monthly rental payment date with an option to continue month-to-month for an unlimited period of time.

3. Vehicle Description **Year** 2021 **Make** GMC **Model** Sierra 1500

Series Base 4x2 Double Cab 6.6 ft. box 147.4 in. WB

License # **Unit #** **Replacement Unit #** **VIN#**

4. Monthly Rental and Other Payments Due

4A. Calculation of Monthly Rental

*** Report is based on ***

*** Delivery/Activation Date ***

Capitalized Price of Vehicle

Initial License Fee

License and Certain Other Charges

Courtesy Delivery Fee

Extended Mechanical Service Program

Less Gain Applied From Prior Unit

Less Capitalized Price Reduction

Total Capitalized Amount (Delivered Price)

Depreciation Reserve @_____

Monthly Lease Charge

Total Monthly Rental Excluding Additional Services

Additional Services

Full Maintenance[1] **Contract Miles** _____ **Overmileage Charge** _____ Per Mile

Incl: # Brake Sets (1 Set = 1Axle) _ **# Tires** _ **Loaner Vehicle Not Included**

Master Policy Enrollment Fees

Physical Damage Management Comp/Collision Deductible _____

Commercial Automobile Liability Enrollment

Liability Limit

Monthly Rental Sub-Total

Sales Tax _____ State FL

Total Monthly Rental Including Additional Services

4B. Initial Charges

Pro-Rated Rental

First Month's Rental

Security Deposit

Capitalized Price Reduction

Sales Tax on Capitalized Price Reduction

Tax on Gain On Prior

Tax on Incentive (Taxable Incentive Total : $0.00)

License and Certain Other Charges

Aftermarket Equipment

Other

Total Initial Charges

4C. Service Charge **Service Charge Due at Lease Termination**

4D. Reduced Book Value **Reduced Book Value at Lease Termination**

Quote based on estimated annual mileage of

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

[1]The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

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Open - End (Equity) Lease Schedule

Quote No:

Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		
Total Capitalized		
Total		

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		
Courtesy Delivery Fee	C	
Total Capitalized		
Total		

*** Report is based on ***
*** Delivery/Activation Date ***



CONSIGNMENT AUCTION AGREEMENT FOR SALE OF VEHICLES

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of _____.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $_____ ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"	"CUSTOMER"
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____, _____	Date Signed: _____, _____



ASSIGNMENT TO SELL EFM PROVIDED CUSTOMER VEHICLES

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $_____ or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"	"CUSTOMER"
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____, _____	Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC



E-VERIFY

COMPLIANCE

FLEET MANAGEMENT

E-VERIFY COMPLIANCE AGREEMENT
ACCOUNT NUMBER 431697807

This Agreement is entered into as of the ___ day of _____, 20__, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Manatee County School District (Company).

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and Manatee County School District.

WITNESSETH:

E-Verify Compliance: Pursuant to Florida Statute §448.095, COMPANY may not enter into a contract with EFM or subcontractor unless each party to the contract registers with and uses the E-Verify system. In addition, if EFM enters into a contract with a subcontractor, the subcontractor must comply with the Federal Acquisition Regulations (FAR) 52.222-54 for Employee Eligibility Verification stating that the subcontractor will verify all employees who are working in the United States are eligible for employment. If COMPANY has a good faith belief that EFM has violated Florida Statute §448.09(1), or subcontractor has violated FAR 52.222-54, by employing unauthorized aliens, COMPANY must terminate the contract. Failure to comply with the provisions of Florida Statute §448.095 for EFM, subjects EFM to any and all remedies available under Florida law, including but not limited to: the immediate termination of the contract, the imposition of any additional costs incurred by COMPANY as a result of the termination.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and Manatee County School District have executed this Service Agreement as of the day and year first above written.

Company: Manatee County School District

_____

By: _____
Title: _____

Address: _____
_____
_____

EFM: ENTERPRISE FLEET MANAGEMENT INC.

_____

By: _____
Title: _____

Address: _____
_____
_____



E & I BUSINESS

RENTAL PROGRAM

School District of Manatee County

Account #: 35C0507

Vehicle Class*	Daily Rate	One-Way Daily Rate
Economy/Compact	$33.34	$65.10
Intermediate	$34.65	$65.10
Standard	$38.06	$65.10
Full Size	$38.06	$65.10
Minivan	$61.69	$61.69
Intermediate/Standard SUV	$58.54	$58.54
Large SUV	$88.99	$88.99
Premium SUV	$88.99	N/A
½ Ton Standard Size Truck	$71.93	N/A
½ Ton Full Size Truck	$76.13	N/A
Cargo Van	$73.50	N/A
Jeep/Crossover	$66.94	N/A
Hybrid Standard	$50.14	N/A
Hybrid Full Size 4 door	$50.14	N/A
Convertible	$84.79	N/A
12 Passenger Van	$121.54	N/A
15 Passenger Van	$140.44	N/A

US City Surcharges** (enterprise)

Applies to Airport Locations

$3.00: Richmond, VA
$5.00: Augusta, GA; Harrisburg, PA; Phoenix; Sacramento; Scranton, PA; State of Illinois (excl. Chicago); State of Tennessee (excl. Nashville); State of South Carolina (excl. Myrtle Beach); State of Wisconsin; Rochester; Buffalo; Syracuse
$7.00: Albany; Westchester (HPN); Stewart (SWF); Islip (ISP); Burlington (BTV) Airports
$10.00: Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles Area (excl LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Pittsburgh; Providence; Commonwealth of Puerto Rico; Rapid City; San Diego; San Francisco (Incl. Central Coast, East Bay, North Bay, Peninsula, and South Bay); San Jose; State of Alaska; State of Texas
$12.00: Baltimore; Boston Airports; Detroit; Philadelphia; Washington, DC
$15.00: Chicago; Los Angeles International Airport (LAX); Newark (EWR)
$23.00: LaGuardia (LGA); Kennedy (JFK)

Applies Home City Locations

$5.00: Washington D.C. Area
$7.00: Long Island Metro; Westchester Metro (incl. Greenwich and Stamford CT); Burlington Metro (VT)
$10.00: Boston Home City; Bemidji MN; State of Nebraska (excl. Omaha and Lincoln); State of Wyoming (excl. Cheyenne, Laramie, and Jackson); San Francisco (incl. Central Coast, East Bay, North Bay, Peninsula, and South Bay)
$15.00: Hawaii Home City
$23.00: NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

US City Surcharges** (National)

Applies to All Locations

$3.00: Richmond, VA
$5.00: Augusta, GA; Harrisburg, PA; Phoenix; Sacramento; Scranton, PA; State of Illinois (excl. Chicago); State of Tennessee (excl. Nashville); State of South Carolina (excl. Myrtle Beach); State of Wisconsin; Rochester; Buffalo; Syracuse
$7.00: Albany; Westchester (HPN); Stewart (SWF); Islip (ISP); Burlington (BTV) Airports
$10.00: Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles Area (excl LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Pittsburgh; Providence; Commonwealth of Puerto Rico; Rapid City; San Diego; San Francisco (Incl. Central Coast, East Bay, North Bay, Peninsula, and South Bay); San Jose; State of Alaska; State of Texas
$12.00: Baltimore; Boston Airports; Detroit; Philadelphia; Washington, DC
$15.00: Chicago; Hawaii Home City; Los Angeles International Airport (LAX); Newark (EWR)
$23.00: LaGuardia (LGA); Kennedy (JFK); NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

Emerald Club program
One Club – Two Brands. Emerald Club members enjoy many benefits while renting across Enterprise and National's nationwide rental network. Select the logo button to enroll.

National EMERALD CLUB

Terms & Conditions

Protection Products: Damage Waiver included **Full DW** ($0 Deductible); Liability included with Limited Liability Protection **Limits of 100/300/50**.
Rental Mileage Allowance: All vehicle classes come with **unlimited** mileage, except for one-way rentals as may be set forth herein.
One-Way Mileage Charge: Economy - Full Size include **unlimited** free miles. Minivan- Large SUV will be charged **$0.30/mile**.
Multiplier Discount: Weekly rentals are charged **5.5** times the Daily Rate; Monthly rentals are charged **22** times the Daily Rate.
Young Renter: Fee will be **waived** for Eligible Renters who are twenty-one (21) to twenty-four (24) years old renting for Business use.
Additional Driver: Fee will be **waived** for Eligible Renters
Best Rate: For National Brand Only
Miscellaneous: Additional Eligible renters allowed

*Location-based restrictions or additional requirements may apply. Please refer to agreement for full details.
**Additional seasonal surcharges may apply in select markets.

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All other marks are the property of their respective owners. SC-2021 KLB

Canada

Daily Rates
For rentals in Canada, the renting location from which the rental originates will apply a five percent (5%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating National Airport, Enterprise Airport and Home-City locations (“Rate discount”).

Terms & Conditions

Damage Waiver: Available at an additional cost
Liability: Each eligible renter must have arranged for motor vehicle liability insurance with an authorized insurer, to provide coverage in accordance with the standard automobile insurance policy, to at least the minimum limits for third party liability prescribed by the applicable province, territory or other jurisdiction.
Young Renter: Fee will be **waived** for Eligible Renters who are twenty-one (21) to twenty-four (24) years old renting for Business use.
Additional Driver: Fee will be **waived** for Eligible Renters
Miscellaneous: Additional Eligible renters allowed

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All other marks are the property of their respective owners. SC-2021 KLB

April 26, 2022

Memorandum of Understanding re: Replacement Vehicle Availability for Warranty Repairs

Regarding the desire to have a replacement vehicle when a leased vehicle is in for any warranty work:

In regard to a loaner vehicle, it's really no different than what the district might experience today. If a vehicle is in for warranty repairs, the district may require a spare or a rental. Enterprise Fleet Management ("EFM") does have special rental rates if you require a rental vehicle. However, we would anticipate less downtime overall as the district moves away from maintaining an aged fleet.

Each Manufacturer handles this a little differently but sometimes, due to extensive downtime, the Manufacturer may approve a rental vehicle while the repairs are being completed.

However, if the manufacturer does not offer a rental, EFM has a special program for its clients when their vehicles are down for repairs. The program can be direct billed through your fleet account on a per occurrence basis or you can have the driver pay directly when renting. This is a tremendous value when compared to the standard retail rates at a local rent-a-car office.

Here is a quick overview of how the rental process works as part of the EFM Maintenance platform and some sample rates:

Process overview

- Driver is offered a rental once vehicle is going in for repair
- Initial rental is set up for 2 days if an estimated completion date is not available
- The Enterprise National Service Dept. (NSD) will contact the client's primary maintenance contact at 5 days of rental for approval for additional days based on estimated time of completion
- Preapproved rentals can be billed through the specific impacted unit and show up on monthly EFM's Maintenance statement
- Able to set up Commercial Truck rentals when available
- NSD will follow up on unit repair status and contact driver to return rental if the repair shop has not done so

(cont.)

Benefits

- Simplify process for Drivers (one PH# to call)
- Minimize downtime with rental pre-authorization
- Consolidated billing on monthly EFM Maintenance statement showing true cost of vehicle operation
- Pro-active follow-up & extension based on repair status
- Gives client true operating cost of that vehicle

Things to know & consider

- This program is exclusive to maintenance replacement needs only, it is not part of Corporate Accounts, VIP or supplemental business travel or leisure rentals
- This program is exclusive to vehicles enrolled in the optional EFM Maintenance Program, as quoted in the previously reviewed Fleet Planning Analysis.

Sample Rates (as of the date of this memo, rates are not guaranteed):

Standard Car: $40.75/day or $860/month
Pick-up: $53.25/day or $1,070/month

Regards,



Stephan Podosek
Finance Manager
Enterprise Fleet Management
April 26, 2022

AGENDA ITEM NO. 9.31

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval for Parrish Community High School Girls Basketball Team to Participate in the Allstate Sugar Bowl National Prep Basketball Classic in Westwego, Louisiana on January 4-8, 2023, No Financial Impact

Executive Summary
The Parrish Community High School Girls Basketball Team has been invited to attend the Allstate Sugar Bowl National Prep Basketball Classic in Westwego, Louisiana. The event is scheduled for January 4-8, 2023.

Being invited to this tournament is an awesome opportunity for the young ladies, as it will not only help them athletically in the recruiting process, but it will also give them an opportunity to compete against some of the top teams in the nation, along with being able to play in front of over 200 college coaches from all Divisions. There are only 32 girl teams and 32 boy teams invited each year to this prestige tournament. Other great opportunities the girls' will have is to be able to visit and see many historical landmarks and educational museums in and around New Orleans, Louisiana. Many young ladies may never get this opportunity in their life. It is a great honor alone to be invited to this tournament, but it will also further their education on an area they have never seen before.

Experiences gained by our students may be brought back and shared with students at Parrish Community High School and throughout the district.

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

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

Recommendation
The Superintendent recommends approval for Parrish Community High School Girls Basketball Team to participate in the Allstate Sugar Bowl National Prep Basketball Classic in Westwego, Louisiana on January 4-8, 2023, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Secondary Education
Initiated By: Willie Clark

Attachments:
Parrish Comm HS Travel to Westwego, LA 1.4.2023-1.8.2023.pdf

Manatee County School District
Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 10-25-2022 Field Trip Date: 1-4-2023 School: Parrish Community H.S.
Date / Time of Departure from school: 1-4-2023 1-8-2023 4AM
Date / Departure time from field trip location: 1-8-2023 11AM
Arrival time back at school: 1-8-2023 5PM
Field Trip Coordinator Shawn Trent & Kristy Hebert
Trip Destination – Name: Allstate Sugar Bowl National Prep Classic
Address: 2000 Segenette Blvd
Westwego, LA, 70094
Phone: 504-427-5465 Website: allstatesugarbowlhoops.com
Brief Description/Educational Purpose of the Trip:
See Attached

Field Trip Type:
- Type "A" (single or partial day trip in pre-approved category)
- Type "B" * (single or partial day trip that requires District pre-approval)
X Type "C"* (all overnight or out of state trips require additional approvals as defined in the signature section below

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field Trip Handbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: Girls Varsity Basketball Team # of Students: 15
# of Chaperones: 7

Type of Transportation:
____ School Bus (bus requisition 20 days prior to trip)
____ Special Needs Bus Is Required
____ District Vans/Cars
____ Walking
If Walking, define route: _____
Are there sidewalks and pedestrian crossings? _____
____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)
____ Rental Vehicle
____ Educational Tour Group Name: _____ provided Contact Info: _____
X OtherNo District transportation Flight

The following information must be included for non-District transportation providers:
Name of Transportation Provider: Southwest Airlines
Address of Transportation Provider: 2702 Lovefield Dr Dallas Tx
Phone # Transportation Provider: 1-800-433-5368
Year, Type, & Make of Vehicles: Commercial Airline

Proof of personal automobile liability insurance, copy of driver's license and proof of successful completion of defensive driving course through Staff Development must be attached for all drivers.

Funding/Costs $8,500.00
Transportation Cost $4,500.00
Other Cost $4,000.00
Total cost of the trip $8,500.00

Internal Account# 12070
Admission Fee Ø Cost per student Ø

How Trip is Funded:

____ Discretionary ____ Students Pay ____ District
____ Internal Accounts __X__ Other BOOSTER

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Signature of Field Trip Coordinator — *Date* 10/25/22

Principal Signature/Date (Initial Approval of Request)

Signature of Sponsor/Date 10/25/22

Signature Depart./Team Chair/Date 10/25/22

Final Principal Signature/Date (Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Signature Activities Dir.(H.S.)/Date

Type "B" and "C" Signature Approvals Below

Executive Director of School Management (Required for Type "B" and "C" Field Trips)

Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

Superintendent (Required for Out-of-State Field Trips. International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

FIELD TRIP INFORMATION

ALLSTATE SUGAR BOWL NATIONAL PREP BASKETBALL CLASSIC

WESTWEGO, LA @ THE ALARIO CENTER, JANUARY 4-7, 2023

Contract states the Parrish Community High School, girls' basketball program, will receive 8 rooms, for 4 nights paid for by Friends of Prep Sports and will also receive a $1K travel allowance check.

The entire trip will be no cost to any of the coaches or players on the team. The trip will be paid fully with the incentives being given and by the Parrish girls basketball account. Only out of pocket money for the team will be in they want to buy tournament t-shirts, go shopping, etc.

Being invited to this tournament is an awesome opportunity for the young ladies, as it will not only help them athletically in the recruiting process, but it will also give them an opportunity to compete against some of the top teams in the nation, along with being able to play in front of over 200 college coaches from all Divisions. There are only 32 girl teams and 32 boy teams invited each year to this prestige tournament. Other great opportunities the girls' will have is to be able to visit and see many historical landmarks and educational museums in and around New Orleans, LA. Many young ladies may never get this opportunity in their life, and the best is the team will miss no academic class time as we will all be on Christmas break. I truly hope you agree to these young ladies being able to make this trip as it is a great honor alone to be invited to this tournament, but it will also further their education on an area they have never seen before. They have worked extremely hard to receive this invitation, therefore again I hope this is approved as the players and parents are truly looking forward to this opportunity.

Educational Endeavors: The National WWII Museum, The New Orleans Museum of Art, Above Ground Cemeteries, Historical French Quarter, Tour inside of the Caesar's Superdome, Café' Du'Monde Beignet Shop.

All sites will be visited on different days pending game schedule.

AGENDA

Wednesday, January 4, 2023- Fly Southwest, Flight #159, Tampa, FL to New Orleans, LA. Leave Tampa International at 6:30AM and arrive in New Orleans, LA at 7:10AM. After arriving the team will have rental vehicles for transportation through out the duration of the tournament.

Team will go straight to check in at Hotel, Towne Place Inn in Elmwood, LA.

Game time TBD

Breakfast, lunch, and dinner will be provided to the team at no cost to them. Average spending will be $30-40 a person as free breakfast will be provided each day.

Thursday, January 5, 2023- Game time TBD

Breakfast, lunch, and dinner will be provided to the team at no cost to them. Average spending will be $30-40 a person as free breakfast will be provided each day.

Friday, January 6, 2023- Game time TBD

Breakfast, lunch, and dinner will be provided to the team at no cost to them. Average spending will be $30-40 a person as free breakfast will be provided each day.

Saturday, January 7, 2023- Game time TBD

Breakfast, lunch, and dinner will be provided to the team at no cost to them. Average spending will be $30-40 a person as free breakfast will be provided each day.

Sunday, January 8, 2023- Fly Southwest, Flight # 2907, from New Orleans, LA to Tampa, FL. Leave New Orleans International Airport at 1:25PM and arrive at Tampa International Airport at 3:55PM.

Chaperones: Kristy Hebert, Head Basketball Coach, Assistant Coaches Elise Spiller and Austin Henderson, Athletic Director, Shawn Trent, Principal, Craig Little, Teacher, Tony Cummins.

AGENDA ITEM NO. 9.32

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the District Educational Facilities Work Plan, No Financial Impact

Executive Summary
Section 1013.35, Florida Statutes, requires the District School Board shall annually consider and adopt the District Educational Facilities Work Plan completed and amended pursuant to subsections (2) and (4) of the aforementioned statute. The statute also allows for amendments to the plan as necessary. The statute requires that the adopted District Educational Facilities Plan shall:

- Be a complete, balanced, and financially feasible capital outlay financial plan for the District.
- Be set forth in the proposed commitments and planned expenditures of the District to address the educational facilities needs of its students and to adequately provide for the maintenance of the educational plants and ancillary facilities, including safe access ways from neighborhoods to schools.

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of the District Educational Facilities Work Plan, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Business Services
Initiated By: Tim Bargeron

Attachments:
2022-2023 Work Plan

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	Five Year Tota
Total Revenues	$320,055,942	$91,791,417	$103,684,434	$134,564,514	$148,960,615	$799,056,922
Total Project Costs	$320,055,942	$91,791,417	$103,684,434	$134,564,514	$148,960,615	$799,056,922
Difference (Remaining Funds)	$0	$0	$0	$0	$0	$0

District MANATEE COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
HVAC	$5,758,804	$3,875,000	$4,500,000	$4,125,000	$0	$18,258,804
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Flooring	$4,779,789	$1,880,154	$1,573,400	$1,195,200	$0	$9,428,543
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Roofing	$5,121,868	$5,200,000	$4,000,000	$3,000,000	$8,000,000	$25,321,868
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					

Safety to Life		$1,330,849	$42,026	$42,026	$42,026	$0	$1,456,927
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Fencing		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Parking		$168,782	$118,200	$145,200	$111,000	$207,080	$750,262
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Electrical		$657,487	$337,000	$387,000	$288,000	$125,000	$1,794,487
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Fire Alarm		$2,099,422	$1,875,000	$1,075,000	$1,050,000	$1,550,000	$7,649,422

Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Telephone/Intercom System		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Closed Circuit Television		$1,963,000	$1,880,000	$1,275,000	$1,160,000	$1,255,000	$7,533,000
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Paint		$2,740,230	$4,400,000	$900,000	$2,300,000	$2,100,000	$12,440,230
Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Maintenance/Repair		$11,762,369	$7,605,680	$7,590,680	$7,590,680	$7,590,680	$42,140,089

Locations:	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Sub Total:	**$36,382,600**	**$27,213,060**	**$21,488,306**	**$20,861,906**	**$20,827,760**	**$126,773,632**

PECO Maintenance Expenditures	$0	$0	$0	$0	$0	$0
1.50 Mill Sub Total:	$39,327,132	$28,861,760	$23,730,706	$22,547,806	$22,168,124	$136,635,528

Other Items	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
Lighting	$888,111	$420,000	$1,115,000	$440,000	$187,000	$3,050,111

Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY

Playcourts/Playgrounds	$1,709,349	$946,700	$809,400	$945,900	$859,364	$5,270,713

Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY

Plumbing	$77,072	$72,000	$108,000	$90,000	$144,000	$491,072
Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Uninsured Property Loss	$150,000	$150,000	$150,000	$150,000	$150,000	$750,000
Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Bleachers	$120,000	$60,000	$60,000	$60,000	$0	$300,000
Locations	ANNA MARIA ELEMENTARY, ANNIE WILLIAMS ELEMENTARY, BALLARD ELEMENTARY, BAYSHORE ELEMENTARY, BAYSHORE SENIOR HIGH, BLACKBURN ELEMENTARY, BLANCHE H DAUGHTREY ELEMENTARY, BRADEN RIVER ELEMENTARY, BRADEN RIVER HIGH, BRADEN RIVER MIDDLE, BUFFALO CREEK MIDDLE, CARLOS E HAILE MIDDLE, DR MONA JAIN MIDDLE SCHOOL , DUETTE ELEMENTARY, ELECTA ARCOTTE LEE MIDDLE, FLORINE J ABEL ELEMENTARY, FRANCES WAKELAND ELEMENTARY, FREEDOM ELEMENTARY, G.D. ROGERS GARDEN-BULLOCK ELEMENTARY, GENE WITT ELEMENTARY, GILBERT W MCNEAL ELEMENTARY, GULLETT ELEMENTARY, H S MOODY ELEMENTARY, HARVEY ELEMENTARY , HORIZONS ACADEMY, IDA M STEWART ELEMENTARY, JAMES TILLMAN ELEMENTARY, JESSIE P MILLER ELEMENTARY, LAKEWOOD RANCH SENIOR HIGH, LINCOLN MEMORIAL ACADEMY, LINCOLN MEMORIAL ELEMENTARY LEASE BLDG, LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY, MANATEE ELEMENTARY, MANATEE SENIOR HIGH, MANATEE TECHNICAL COLLEGE, MARJORIE G KINNAN ELEMENTARY, MARTHA B KING MIDDLE, MATZKE SUPPORT CENTER, MYAKKA CITY ELEMENTARY, ONECO ELEMENTARY, PALM VIEW K-8, PALMA SOLA ELEMENTARY, PALMETTO ELEMENTARY (NEW), PALMETTO SENIOR HIGH, PARRISH COMMUNITY HIGH SC. , PROFESSIONAL SUPPORT CENTER, R DAN NOLAN MIDDLE, ROBERT H PRINE ELEMENTARY, SAMOSET ELEMENTARY, SARA SCOTT HARLLEE MIDDLE, SCHOOL SUPPORT CENTER, SEA BREEZE ELEMENTARY, SOUTHEAST SENIOR HIGH, TARA ELEMENTARY, VIRGIL MILLS ELEMENTARY, W D SUGG MIDDLE, WILLIAM H BASHAW ELEMENTARY, WILLIAM MONROE ROWLETT ELEMENTARY, WILLIS ELEMENTARY					
Total:	**$39,327,132**	**$28,861,760**	**$23,730,706**	**$22,547,806**	**$22,168,124**	**$136,635,528**

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
Remaining Maint and Repair from 1.5 Mills	$39,327,132	$28,861,760	$23,730,706	$22,547,806	$22,168,124	$136,635,528
Maintenance/Repair Salaries	$9,455,000	$9,455,000	$9,455,000	$9,455,000	$9,455,000	$47,275,000
School Bus Purchases	$1,496,676	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$7,496,676
Other Vehicle Purchases	$992,009	$343,987	$401,918	$500,614	$320,938	$2,559,466

Capital Outlay Equipment	$2,871,585	$990,000	$750,000	$750,000	$750,000	$6,111,585
Rent/Lease Payments	$0	$0	$0	$0	$0	$0
COP Debt Service	$18,398,649	$18,409,091	$18,403,368	$18,411,610	$18,406,285	$92,029,003
Rent/Lease Relocatables	$0	$0	$0	$0	$0	$0
Environmental Problems	$0	$0	$0	$0	$0	$0
s.1011.14 Debt Service	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	$3,517,487	$3,945,752	$3,945,752	$3,945,752	$3,945,752	$19,300,495
Qualified School Construction Bonds (QSCB)	$598,169	$516,249	$516,249	$475,288	$434,328	$2,540,283
Qualified Zone Academy Bonds (QZAB)	$0	$0	$0	$0	$0	$0
Sales Tax Grant for Charter Schools	$4,479,006	$3,732,060	$3,732,060	$3,732,060	$3,732,060	$19,407,246
Facility Project Management	$1,595,000	$1,595,000	$1,595,000	$1,595,000	$1,595,000	$7,975,000
Technology	$9,224,686	$12,999,306	$12,229,837	$13,394,967	$12,724,288	$60,573,084
Local Expenditure Totals:	**$91,955,399**	**$82,348,205**	**$76,259,890**	**$76,308,097**	**$75,031,775**	**$401,903,366**

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2022 - 2023 Actual Value	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
(1) Non-exempt property assessed valuation		$59,967,982,716	$65,510,539,019	$70,632,288,465	$75,338,983,010	$80,258,178,682	$351,707,971,892
(2) The Millage projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		$100,746,211	$110,057,706	$118,662,245	$126,569,491	$134,833,740	$590,869,393
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	$86,353,895	$94,335,176	$101,710,495	$108,488,136	$115,571,777	$506,459,479
(5) Difference of lines (3) and (4)		$14,392,316	$15,722,530	$16,951,750	$18,081,355	$19,261,963	$84,409,914

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
PECO New Construction	340	$1,880,296	$0	$0	$0	$0	$1,880,296

PECO Maintenance Expenditures		$0	$0	$0	$0	$0	$0
		$1,880,296	**$0**	**$0**	**$0**	**$0**	**$1,880,296**

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
CO & DS Cash Flow-through Distributed	360	$1,442,884	$1,442,884	$1,442,884	$1,442,884	$1,442,884	$7,214,420
CO & DS Interest on Undistributed CO	360	$11,816	$11,816	$11,816	$11,816	$11,816	$59,080
		$1,454,700	**$1,454,700**	**$1,454,700**	**$1,454,700**	**$1,454,700**	**$7,273,500**

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2021 - 2022? No

Additional Revenue Source

Any additional revenue sources

Item	2022 - 2023 Actual Value	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	$0	$0	$0	$0	$0	$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	$0	$0	$0	$0	$0	$0
Proceeds from Special Act Bonds	$0	$0	$0	$0	$0	$0
Estimated Revenue from CO & DS Bond Sale	$0	$0	$0	$0	$0	$0
Proceeds from Voted Capital Improvements millage	$0	$0	$0	$0	$0	$0
Other Revenue for Other Capital Projects	$251,737	$79,875	$79,875	$79,875	$79,875	$571,237
Proceeds from 1/2 cent sales surtax authorized by school board	$46,935,684	$48,813,111	$50,765,635	$52,796,260	$54,908,110	$254,218,800

Proceeds from local governmental infrastructure sales surtax	$0	$0	$0	$0	$0	$0
Proceeds from Certificates of Participation (COP's) Sale	$130,000,000	$0	$0	$0	$0	$130,000,000
Classrooms First Bond proceeds amount authorized in FY 1997-98	$0	$0	$0	$0	$0	$0
Classrooms for Kids	$0	$0	$0	$0	$0	$0
District Equity Recognition	$0	$0	$0	$0	$0	$0
Federal Grants	$0	$0	$0	$0	$0	$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	$0	$0	$0	$0	$0	$0
Impact fees received	$31,150,906	$31,150,906	$31,150,906	$31,150,906	$31,150,906	$155,754,530
Private donations	$0	$0	$0	$0	$0	$0
Grants from local governments or not-for-profit organizations	$1,215,764	$0	$0	$0	$0	$1,215,764
Interest, Including Profit On Investment	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	$0	$0	$0	$0	$0	$0
Total Fund Balance Carried Forward	$125,245,984	$10,773,479	$7,241,338	$29,347,484	$33,262,022	$205,870,307
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	($12,497,625)	($12,487,625)	($12,478,625)	($12,464,750)	($12,455,000)	($62,383,625)
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Subtotal	**$322,322,450**	**$78,349,746**	**$76,779,129**	**$100,929,775**	**$106,965,913**	**$685,347,013**

Total Revenue Summary

Item Name	2022 - 2023 Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	$86,353,895	$94,335,176	$101,710,495	$108,488,136	$115,571,777	$506,459,479
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	($91,955,399)	($82,348,205)	($76,259,890)	($76,308,097)	($75,031,775)	($401,903,366)
PECO Maintenance Revenue	$0	$0	$0	$0	$0	$0
Available 1.50 Mill for New Construction	**($5,601,504)**	**$11,986,971**	**$25,450,605**	**$32,180,039**	**$40,540,002**	**$104,556,113**

Item Name	2022 - 2023 Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Five Year Total
CO & DS Revenue	$1,454,700	$1,454,700	$1,454,700	$1,454,700	$1,454,700	$7,273,500

PECO New Construction Revenue	$1,880,296	$0	$0	$0	$0	$1,880,296
Other/Additional Revenue	$322,322,450	$78,349,746	$76,779,129	$100,929,775	$106,965,913	$685,347,013
Total Additional Revenue	**$325,657,446**	**$79,804,446**	**$78,233,829**	**$102,384,475**	**$108,420,613**	**$694,500,809**
Total Available Revenue	**$320,055,942**	**$91,791,417**	**$103,684,434**	**$134,564,514**	**$148,960,615**	**$799,056,922**

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	Total	Funded
Classroom Wing Addition	LAKEWOOD RANCH SENIOR HIGH	Planned Cost:	$18,218,209	$0	$0	$0	$0	$18,218,209	Yes
		Student Stations:	550	0	0	0	0	550	
		Total Classrooms:	22	0	0	0	0	22	
		Gross Sq Ft:	36,000	0	0	0	0	36,000	
Classroom Wing Addition	FREEDOM ELEMENTARY	Planned Cost:	$4,545,965	$0	$0	$0	$0	$4,545,965	Yes
		Student Stations:	144	0	0	0	0	144	
		Total Classrooms:	8	0	0	0	0	8	
		Gross Sq Ft:	9,000	0	0	0	0	9,000	
Classroom Wing Addition	CARLOS E HAILE MIDDLE	Planned Cost:	$5,920,000	$0	$0	$0	$0	$5,920,000	Yes
		Student Stations:	220	0	0	0	0	220	
		Total Classrooms:	10	0	0	0	0	10	
		Gross Sq Ft:	14,000	0	0	0	0	14,000	
Classroom Wing Addition	PARRISH COMMUNITY HIGH SC.	Planned Cost:	$20,000,000	$0	$0	$0	$0	$20,000,000	Yes
		Student Stations:	400	0	0	0	0	400	
		Total Classrooms:	16	0	0	0	0	16	
		Gross Sq Ft:	22,000	0	0	0	0	22,000	

Classroom Wing Addition	TARA ELEMENTARY	Planned Cost:	$0	$3,760,800	$0	$0	$0	$3,760,800	Yes
		Student Stations:	0	80	0	0	0	80	
		Total Classrooms:	0	4	0	0	0	4	
		Gross Sq Ft:	0	5,000	0	0	0	5,000	
Classroom Wing Addition with Media Center	BUFFALO CREEK MIDDLE	Planned Cost:	$12,488,118	$0	$0	$0	$0	$12,488,118	Yes
		Student Stations:	242	0	0	0	0	242	
		Total Classrooms:	11	0	0	0	0	11	
		Gross Sq Ft:	19,000	0	0	0	0	19,000	
New K-8 School-East County	Location not specified	Planned Cost:	$10,500,000	$32,069,350	$36,430,650	$0	$0	$79,000,000	Yes
		Student Stations:	0	0	1,500	0	0	1,500	
		Total Classrooms:	0	0	70	0	0	70	
		Gross Sq Ft:	0	0	234,000	0	0	234,000	
New Middle School North County	Location not specified	Planned Cost:	$0	$1,500,000	$13,200,000	$60,300,000	$0	$75,000,000	Yes
		Student Stations:	0	0	0	1,253	0	1,253	
		Total Classrooms:	0	0	0	54	0	54	
		Gross Sq Ft:	0	0	0	196,000	0	196,000	
New Elementary School North County	Location not specified	Planned Cost:	$0	$0	$1,500,000	$29,137,000	$28,000,000	$58,637,000	Yes
		Student Stations:	0	0	0	0	974	974	
		Total Classrooms:	0	0	0	0	59	59	
		Gross Sq Ft:	0	0	0	0	142,000	142,000	
Addition	ANNIE WILLIAMS ELEMENTARY	Planned Cost:	$6,057,300	$0	$0	$0	$0	$6,057,300	Yes
		Student Stations:	120	0	0	0	0	120	
		Total Classrooms:	6	0	0	0	0	6	
		Gross Sq Ft:	8,000	0	0	0	0	8,000	
Addition	BRADEN RIVER HIGH	Planned Cost:	$0	$0	$0	$9,159,200	$0	$9,159,200	Yes

	Student Stations:	0	0	0	250	0	250	
	Total Classrooms:	0	0	0	10	0	10	
	Gross Sq Ft:	0	0	0	14,000	0	14,000	

Planned Cost:	**$77,729,592**	**$37,330,150**	**$51,130,650**	**$98,596,200**	**$28,000,000**	**$292,786,592**
Student Stations:	**1,676**	**80**	**1,500**	**1,503**	**974**	**5,733**
Total Classrooms:	**73**	**4**	**70**	**64**	**59**	**270**
Gross Sq Ft:	**108,000**	**5,000**	**234,000**	**210,000**	**142,000**	**699,000**

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total	Funded
New Auditorium	BAYSHORE SENIOR HIGH	$0	$3,145,920	$20,000,000	$0	$0	$23,145,920	Yes
Renovation/Replacement	BLACKBURN ELEMENTARY	$29,369,614	$0	$0	$0	$0	$29,369,614	Yes
Firing Range	MANATEE TECHNICAL COLLEGE	$4,650,296	$0	$0	$0	$0	$4,650,296	Yes
Replacement School	W D SUGG MIDDLE	$14,273,823	$7,742,880	$0	$0	$0	$22,016,703	Yes
Renovation	TARA ELEMENTARY	$31,499,423	$0	$0	$0	$0	$31,499,423	Yes
Replace Grandstands-remaining budget to complete	MANATEE SENIOR HIGH	$361,498	$0	$0	$0	$0	$361,498	Yes
TV Studio	MANATEE SENIOR HIGH	$184,745	$0	$0	$0	$0	$184,745	Yes
Renovation	BRADEN RIVER MIDDLE	$5,692,836	$0	$0	$0	$0	$5,692,836	Yes
Renovation-remaining budget to complete	GENE WITT ELEMENTARY	$189,042	$0	$0	$0	$0	$189,042	Yes
Renovations/HVAC	SCHOOL SUPPORT CENTER	$8,186,343	$8,514,257	$0	$0	$0	$16,700,600	Yes
Rubber Tracks/Pressbox-Remaining budget project nearing completion	BAYSHORE SENIOR HIGH	$2,482	$0	$0	$0	$0	$2,482	Yes
Covered Walks-remaining budget to complete	MARTHA B KING MIDDLE	$65,415	$0	$0	$0	$0	$65,415	Yes
Rubber Tracks	SOUTHEAST SENIOR HIGH	$1,228,680	$0	$0	$0	$0	$1,228,680	Yes
Renovations	PALMETTO SENIOR HIGH	$15,947,142	$22,610,501	$0	$0	$0	$38,557,643	Yes
Various Sites - Security Fencing	Location not specified	$1,499,440	$400,000	$400,000	$400,000	$400,000	$3,099,440	Yes
Renovation, Roof	CARLOS E HAILE MIDDLE	$40,284,358	$0	$0	$0	$0	$40,284,358	Yes
High School Field Upgrades	Location not specified	$2,220,000	$2,000,000	$2,000,000	$1,500,000	$0	$7,720,000	Yes
Renovation	ONECO ELEMENTARY	$34,150,000	$0	$0	$0	$0	$34,150,000	Yes
Roof Replacement	SEA BREEZE ELEMENTARY	$3,163,504	$0	$0	$0	$0	$3,163,504	Yes

Science Building	SOUTHEAST SENIOR HIGH	$16,743,312	$0	$0	$0	$0	$16,743,312	Yes
Remaining budget FF&E/Tech	PARRISH COMMUNITY HIGH SC.	$37,223	$0	$0	$0	$0	$37,223	Yes
Remaining Budget FF&E	HARVEY ELEMENTARY	$21,475	$0	$0	$0	$0	$21,475	Yes
Construction Professional & Technical Services	Location not specified	$215,000	$215,000	$215,000	$215,000	$215,000	$1,075,000	Yes
Vestibules for School Safety	Location not specified	$1,137,366	$600,000	$600,000	$600,000	$600,000	$3,537,366	Yes
Site Acquisition	Location not specified	$1,850,000	$1,500,000	$0	$0	$0	$3,350,000	Yes
Paint & Roof	BAYSHORE SENIOR HIGH	$3,000,000	$0	$0	$0	$0	$3,000,000	Yes
Roof	LAKEWOOD RANCH SENIOR HIGH	$3,500,000	$0	$0	$0	$0	$3,500,000	Yes
Outdoor Ampitheater	ELECTA ARCOTTE LEE MIDDLE	$0	$500,000	$0	$0	$0	$500,000	Yes
Paint and Roof	MANATEE SENIOR HIGH	$3,500,000	$0	$0	$0	$0	$3,500,000	Yes
Office Renovations	MATZKE SUPPORT CENTER	$65,000	$0	$0	$0	$0	$65,000	Yes
Tower Repairs	MATZKE SUPPORT CENTER	$48,811	$0	$0	$0	$0	$48,811	Yes
School Entrance Repairs	VIRGIL MILLS ELEMENTARY	$250,000	$0	$0	$0	$0	$250,000	Yes
Access Drive	MANATEE TECHNICAL COLLEGE	$850,000	$0	$0	$0	$0	$850,000	Yes
Addition/Expansion	MANATEE TECHNICAL COLLEGE	$6,782,320	$0	$0	$0	$0	$6,782,320	Yes
Renovation	H S MOODY ELEMENTARY	$0	$0	$0	$0	$30,000,000	$30,000,000	Yes
Renovation	MYAKKA CITY ELEMENTARY	$0	$0	$0	$0	$24,600,000	$24,600,000	Yes
Gym Addition remaining budget to complete	PALM VIEW K-8	$3,210	$0	$0	$0	$0	$3,210	Yes
Renovation	JAMES TILLMAN ELEMENTARY	$0	$0	$0	$0	$31,000,000	$31,000,000	Yes
Portable-MCR Health	Location not specified	$600,000	$0	$0	$0	$0	$600,000	Yes
		$231,572,358	**$47,228,558**	**$23,215,000**	**$2,715,000**	**$86,815,000**	**$391,545,916**	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Project Description	Location	Num Classrooms	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total	Funded
Projects prioritized as indicated by needs assessment to be performed.	Location not specified	0	$10,753,992	$7,232,709	$29,338,784	$33,253,314	$34,145,615	$114,724,414	Yes
		0	**$10,753,992**	**$7,232,709**	**$29,338,784**	**$33,253,314**	**$34,145,615**	**$114,724,414**	

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2022 - 2023 Satis. Stu. Sta.	Actual 2022 - 2023 FISH Capacity	Actual 2021 - 2022 COFTE	# Class Rooms	Actual Average 2022 - 2023 Class Size	Actual 2022 - 2023 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2026 - 2027 COFTE	Projected 2026 - 2027 Utilization	Projected 2026 - 2027 Class Size
LAKEWOOD RANCH SENIOR HIGH	2,449	2,326	2,248	102	22	97.00 %	550	22	2,150	75.00 %	17
BAYSHORE SENIOR HIGH	2,478	2,354	1,324	99	13	56.00 %	0	0	1,000	42.00 %	10
ELECTA ARCOTTE LEE MIDDLE	1,142	1,027	777	49	16	76.00 %	0	0	850	83.00 %	17
WILLIAM MONROE ROWLETT ELEMENTARY	948	948	916	48	19	97.00 %	0	0	0	0.00 %	0
MARJORIE G KINNAN ELEMENTARY	810	810	499	43	12	62.00 %	0	0	550	68.00 %	13
GILBERT W MCNEAL ELEMENTARY	752	752	654	43	15	87.00 %	0	0	735	98.00 %	17
FREEDOM ELEMENTARY	756	756	553	43	13	73.00 %	144	14	665	74.00 %	12
R DAN NOLAN MIDDLE	1,093	983	771	47	16	78.00 %	0	0	825	84.00 %	18
VIRGIL MILLS ELEMENTARY	1,020	1,045	741	54	14	71.00 %	0	0	850	81.00 %	16
BRADEN RIVER HIGH	2,180	2,071	1,659	88	19	80.00 %	220	10	1,600	70.00 %	16
WILLIS ELEMENTARY	828	828	746	45	17	90.00 %	0	0	835	101.00 %	19
HORIZONS ACADEMY	480	480	315	21	15	66.00 %	0	0	296	62.00 %	14
ANNIE WILLIAMS ELEMENTARY	960	978	690	52	13	71.00 %	120	6	825	75.00 %	14
GULLETT ELEMENTARY	1,101	1,101	1,294	60	22	118.00 %	0	0	1,250	114.00 %	21
BUFFALO CREEK MIDDLE	1,200	1,080	1,247	52	24	115.00 %	242	19	1,150	87.00 %	16
G.D. ROGERS GARDEN-BULLOCK ELEMENTARY	666	666	480	37	13	72.00 %	0	0	500	75.00 %	14
PALMETTO ELEMENTARY (NEW)	878	878	557	47	12	63.00 %	0	0	565	64.00 %	12
DR MONA JAIN MIDDLE SCHOOL	1,168	1,051	1,056	50	21	100.00 %	0	0	975	93.00 %	20

PARRISH COMMUNITY HIGH SC.	2,150	2,042	1,682	86	20	82.00 %	400	16	1,944	80.00 %	19
HARVEY ELEMENTARY	903	903	901	48	19	100.00 %	0	0	1,150	127.00 %	24
ANNA MARIA ELEMENTARY	301	301	195	16	12	65.00 %	0	0	185	61.00 %	12
BALLARD ELEMENTARY	507	507	358	27	13	71.00 %	0	0	400	79.00 %	15
BAYSHORE ELEMENTARY	746	746	680	41	17	91.00 %	0	0	690	92.00 %	17
DUETTE ELEMENTARY	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
MANATEE ELEMENTARY	731	731	543	37	15	74.00 %	0	0	520	71.00 %	14
MANATEE SENIOR HIGH	2,753	2,615	1,964	111	18	75.00 %	0	0	1,650	63.00 %	15
MANATEE TECHNICAL COLLEGE	1,171	1,405	22	64	0	2.00 %	0	0	0	0.00 %	0
JESSIE P MILLER ELEMENTARY	822	822	613	46	13	75.00 %	0	0	615	75.00 %	13
MYAKKA CITY ELEMENTARY	397	397	292	22	13	74.00 %	0	0	285	72.00 %	13
ONECO ELEMENTARY	690	690	579	37	16	84.00 %	0	0	590	86.00 %	16
PALM VIEW K-8	798	718	808	40	20	113.00 %	0	0	678	94.00 %	17
PALMA SOLA ELEMENTARY	740	740	427	40	11	58.00 %	0	0	440	59.00 %	11
PALMETTO SENIOR HIGH	2,428	2,306	1,918	99	19	83.00 %	0	0	1,750	76.00 %	18
ROBERT H PRINE ELEMENTARY	897	897	720	50	14	80.00 %	0	0	740	82.00 %	15
BLANCHE H DAUGHTREY ELEMENTARY	860	860	769	48	16	89.00 %	0	0	745	87.00 %	16
SAMOSET ELEMENTARY	679	679	571	37	15	84.00 %	0	0	595	88.00 %	16
SOUTHEAST SENIOR HIGH	2,097	2,120	1,666	92	18	79.00 %	0	0	1,400	66.00 %	15
LINCOLN MEMORIAL ACADEMY	1,107	996	302	47	6	30.00 %	0	0	425	43.00 %	9
JAMES TILLMAN ELEMENTARY	722	722	604	39	15	84.00 %	0	0	525	73.00 %	13
BLACKBURN ELEMENTARY	899	899	502	49	10	56.00 %	0	0	545	61.00 %	11
W D SUGG MIDDLE	1,340	1,206	1,002	56	18	83.00 %	0	0	1,000	83.00 %	18
SARA SCOTT HARLLEE MIDDLE	995	895	37	48	1	4.00 %	0	0	0	0.00 %	0
H S MOODY ELEMENTARY	747	747	590	39	15	79.00 %	0	0	675	90.00 %	17
MARTHA B KING MIDDLE	1,381	1,242	898	59	15	72.00 %	0	0	900	72.00 %	15
FLORINE J ABEL ELEMENTARY	600	600	445	32	14	74.00 %	0	0	500	83.00 %	16
IDA M STEWART ELEMENTARY	540	540	361	30	12	67.00 %	0	0	400	74.00 %	13
WILLIAM H BASHAW ELEMENTARY	770	770	649	42	15	84.00 %	0	0	675	88.00 %	16
BRADEN RIVER ELEMENTARY	723	723	527	38	14	73.00 %	0	0	575	80.00 %	15

BRADEN RIVER MIDDLE	1,697	1,527	912	71	13	60.00 %	0	0	900	59.00 %	13
SEA BREEZE ELEMENTARY	736	736	493	40	12	67.00 %	0	0	540	73.00 %	14
TARA ELEMENTARY	791	791	544	43	13	69.00 %	80	4	580	67.00 %	12
LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY	1,421	1,278	858	62	14	67.00 %	0	0	950	74.00 %	15
GENE WITT ELEMENTARY	852	852	650	46	14	76.00 %	0	0	735	86.00 %	16
LINCOLN MEMORIAL ELEMENTARY LEASE BLDG	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
CARLOS E HAILE MIDDLE	1,091	981	780	47	17	79.00 %	220	8	750	62.00 %	14
	56,991	**55,118**	**41,388**	**2,709**	**15**	**75.09 %**	**1,976**	**99**	**40,673**	**71.24 %**	**14**

The COFTE Projected Total (40,673) for 2026 - 2027 must match the Official Forecasted COFTE Total (40,674) for 2026 - 2027 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2026 - 2027	
Elementary (PK-3)	13,673
Middle (4-8)	15,279
High (9-12)	11,721
	40,674

Grade Level Type	Balanced Projected COFTE for 2026 - 2027
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	40,673

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	Year 5 Total
Total Relocatable Replacements:	**0**	**0**	**0**	**0**	**0**	**0**

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2026 - 2027
Lakewood Ranch Preparatory Academy	45	OTHER	2022	765	740	5	1,815
Team Success	57	OTHER	1995	1,236	1,232	15	1,936
Manatee School of the Arts and Sciences	12	OTHER	1997	200	115	2	158

Manatee School of the Arts	124	OTHER	1998	2,482	1,986	15	2,200
Oasis Middle School	9	OTHER	2006	135	45	5	135
Imagine Charter School of North Manatee	36	OTHER	2005	680	650	5	840
Imagine Charter School of East Manatee	36	OTHER	2008	720	572	5	610
Palmetto Charter School	27	OTHER	2010	418	418	15	458
State College Collegiate School	23	OTHER	2010	575	500	15	530
Manatee Charter School	56	OTHER	2012	1,200	532	5	478
Visible Men Academy	9	OTHER	2013	116	66	5	240
Rowlett Charter School Elem	49	SCHOOL BOARD	2014	918	918	5	918
Rowlett Middle School	41	OTHER	2017	670	672	5	700
Parrish Charter	30	OTHER	2019	576	560	5	1,032
	554			**10,691**	**9,006**		**12,050**

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Buffalo Creek Middle School turn lane improvement
Becker Road improvement for Manatee Technical College Firing Range

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Bayshore High School Auditorium on existing school site: Consistent with Comprehensive Plan
Blackburn Elementary Renovation/Replacement on existing school site: Consistent with Comprehensive Plan
Freedom Elementary Addition on existing school site: Consistent with Comprehensive Plan
Oneco Elementary Renovation on existing school site: Consistent with Comprehensive Plan
Tara Elementary Renovation and Addition on existing school site: Consistent with Comprehensive Plan
Williams Elementary Addition on existing school site: Consistent with Comprehensive Plan
New Elementary School – north Manatee County: Consistent with the Comprehensive Plan
Braden River Middle Renovation on existing school site: Consistent with Comprehensive Plan
Buffalo Creek Middle Addition on existing school site: Consistent with Comprehensive Plan
Haile Middle Addition and Renovation on existing school site: Consistent with Comprehensive Plan
Sugg Middle Replacement on existing school site: Consistent with Comprehensive Plan
New Middle School – north Manatee County: Consistent with the Comprehensive Plan
New K-8 School – east Manatee County on Academic Avenue: Consistent with the Comprehensive Plan
Braden River High Addition on existing site: Consistent with Comprehensive Plan
Lakewood Ranch High Addition on existing site: Consistent with Comprehensive Plan
Southeast High School Science Building replacement: Consistent with Comprehensive Plan
Manatee Technical College Firing Range– Taylor Road East Manatee County: Consistent with the Comprehensive Plan
Manatee Technical College Addition– SR70 Campus: Consistent with the Comprehensive Plan
School Support Center Renovation: Consistent with Comprehensive Plan
Palmetto High Renovation/Replacement (partial) on existing school site: Consistent with Comprehensive Plan
Parrish Community High Addition on existing site: Consistent with Comprehensive Plan

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2021 - 2022 fiscal year.					List the net new classrooms to be added in the 2022 - 2023 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2022 - 2023 should match totals in Section 15A.			
Location	2021 - 2022 # Permanent	2021 - 2022 # Modular	2021 - 2022 # Relocatable	2021 - 2022 Total	2022 - 2023 # Permanent	2022 - 2023 # Modular	2022 - 2023 # Relocatable	2022 - 2023 Total
Elementary (PK-3)	1	0	0	1	14	0	0	14
Middle (4-8)	5	0	0	5	21	0	0	21
High (9-12)	0	0	0	0	38	0	0	38
	6	**0**	**0**	**6**	**73**	**0**	**0**	**73**

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	5 Year Average
PALMA SOLA ELEMENTARY	0	0	0	0	0	0
PALMETTO SENIOR HIGH	147	147	147	147	147	147
R DAN NOLAN MIDDLE	66	66	66	66	66	66
VIRGIL MILLS ELEMENTARY	188	188	188	188	188	188
WILLIS ELEMENTARY	0	0	22	22	22	13
HORIZONS ACADEMY	44	44	44	44	44	44
ANNIE WILLIAMS ELEMENTARY	126	126	0	0	0	50

GULLETT ELEMENTARY	174	174	174	40	40	120
BAYSHORE SENIOR HIGH	75	75	0	0	0	30
ELECTA ARCOTTE LEE MIDDLE	0	0	0	0	0	0
WILLIAM MONROE ROWLETT ELEMENTARY	76	76	76	76	76	76
MARJORIE G KINNAN ELEMENTARY	133	0	0	0	0	27
GILBERT W MCNEAL ELEMENTARY	0	0	0	0	0	0
FREEDOM ELEMENTARY	0	164	0	0	0	33
CARLOS E HAILE MIDDLE	103	103	0	0	0	41
LAKEWOOD RANCH SENIOR HIGH	535	535	0	0	0	214
MANATEE SENIOR HIGH	165	165	165	165	165	165
MANATEE TECHNICAL COLLEGE	0	0	0	0	0	0
JESSIE P MILLER ELEMENTARY	0	0	0	0	0	0
MYAKKA CITY ELEMENTARY	0	0	0	0	0	0
ONECO ELEMENTARY	90	90	90	0	0	54
GENE WITT ELEMENTARY	0	0	0	0	0	0
LINCOLN MEMORIAL ELEMENTARY LEASE BLDG	0	0	0	0	0	0
G.D. ROGERS GARDEN-BULLOCK ELEMENTARY	95	95	95	95	95	95
PALMETTO ELEMENTARY (NEW)	0	0	0	0	0	0
BRADEN RIVER HIGH	222	222	222	222	0	178
ANNA MARIA ELEMENTARY	10	10	10	10	10	10
BALLARD ELEMENTARY	0	0	0	0	0	0
BAYSHORE ELEMENTARY	41	41	41	41	41	41
DUETTE ELEMENTARY	0	0	0	0	0	0
MANATEE ELEMENTARY	0	0	0	0	0	0
TARA ELEMENTARY	90	90	0	0	0	36
LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY	22	22	22	22	22	22
FLORINE J ABEL ELEMENTARY	23	23	23	23	23	23
IDA M STEWART ELEMENTARY	0	0	0	0	0	0
WILLIAM H BASHAW ELEMENTARY	0	0	0	0	0	0
BRADEN RIVER ELEMENTARY	76	76	76	76	76	76
BRADEN RIVER MIDDLE	308	0	0	0	0	62
SEA BREEZE ELEMENTARY	0	0	0	0	0	0
BLACKBURN ELEMENTARY	112	112	0	0	0	45
W D SUGG MIDDLE	279	0	0	0	0	56
SARA SCOTT HARLLEE MIDDLE	64	20	20	20	20	29

H S MOODY ELEMENTARY	165	165	165	165	165	165
MARTHA B KING MIDDLE	44	44	44	44	44	44
ROBERT H PRINE ELEMENTARY	88	88	88	88	88	88
BLANCHE H DAUGHTREY ELEMENTARY	22	22	22	22	22	22
SAMOSET ELEMENTARY	40	40	40	40	40	40
SOUTHEAST SENIOR HIGH	72	72	72	72	72	72
LINCOLN MEMORIAL ACADEMY	0	0	0	0	0	0
JAMES TILLMAN ELEMENTARY	0	0	0	0	0	0
BUFFALO CREEK MIDDLE	22	66	110	154	0	70
PALM VIEW K-8	0	0	0	0	0	0
DR MONA JAIN MIDDLE SCHOOL	0	44	88	0	0	26
PARRISH COMMUNITY HIGH SC.	0	0	0	0	0	0
HARVEY ELEMENTARY	54	231	285	285	0	171

Totals for MANATEE COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	**3,771**	**3,436**	**2,395**	**2,127**	**1,466**	**2,639**
Total number of COFTE students projected by year.	**41,546**	**41,431**	**41,106**	**40,731**	**40,674**	**41,098**
Percent in relocatables by year.	**9 %**	**8 %**	**6 %**	**5 %**	**4 %**	**6 %**

Leased Facilities Tracking

Exising leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2022 - 2023	FISH Student Stations	Owner	# of Leased Classrooms 2026 - 2027	FISH Student Stations
ANNA MARIA ELEMENTARY	0	0		0	0
BALLARD ELEMENTARY	0	0		0	0
BAYSHORE ELEMENTARY	0	0		0	0
DUETTE ELEMENTARY	0	0		0	0
MANATEE ELEMENTARY	0	0		0	0
MANATEE SENIOR HIGH	0	0		0	0
MANATEE TECHNICAL COLLEGE	0	0		0	0
JESSIE P MILLER ELEMENTARY	0	0		0	0
MYAKKA CITY ELEMENTARY	0	0		0	0
ONECO ELEMENTARY	0	0		0	0
PALM VIEW K-8	0	0		0	0
PALMA SOLA ELEMENTARY	0	0		0	0

PALMETTO SENIOR HIGH	0	0		0	0
ROBERT H PRINE ELEMENTARY	0	0		0	0
BLANCHE H DAUGHTREY ELEMENTARY	0	0		0	0
SAMOSET ELEMENTARY	0	0		0	0
SOUTHEAST SENIOR HIGH	0	0		0	0
LINCOLN MEMORIAL ACADEMY	0	0		0	0
JAMES TILLMAN ELEMENTARY	0	0		0	0
BLACKBURN ELEMENTARY	0	0		0	0
W D SUGG MIDDLE	0	0		0	0
SARA SCOTT HARLLEE MIDDLE	0	0		0	0
H S MOODY ELEMENTARY	0	0		0	0
MARTHA B KING MIDDLE	0	0		0	0
FLORINE J ABEL ELEMENTARY	0	0		0	0
IDA M STEWART ELEMENTARY	0	0		0	0
WILLIAM H BASHAW ELEMENTARY	0	0		0	0
BRADEN RIVER ELEMENTARY	0	0		0	0
BRADEN RIVER MIDDLE	0	0		0	0
SEA BREEZE ELEMENTARY	0	0		0	0
TARA ELEMENTARY	0	0		0	0
LOUISE ROGERS JOHNSON MIDDLE/WAKELAND ELEMENTARY	0	0		0	0
GENE WITT ELEMENTARY	0	0		0	0
LINCOLN MEMORIAL ELEMENTARY LEASE BLDG	0	0		0	0
CARLOS E HAILE MIDDLE	0	0		0	0
LAKEWOOD RANCH SENIOR HIGH	0	0		0	0
BAYSHORE SENIOR HIGH	0	0		0	0
ELECTA ARCOTTE LEE MIDDLE	0	0		0	0
WILLIAM MONROE ROWLETT ELEMENTARY	0	0		0	0
MARJORIE G KINNAN ELEMENTARY	0	0		0	0
GILBERT W MCNEAL ELEMENTARY	0	0		0	0
FREEDOM ELEMENTARY	0	0		0	0
R DAN NOLAN MIDDLE	0	0		0	0
VIRGIL MILLS ELEMENTARY	0	0		0	0
BRADEN RIVER HIGH	0	0		0	0
WILLIS ELEMENTARY	0	0		0	0
HORIZONS ACADEMY	0	0		0	0

ANNIE WILLIAMS ELEMENTARY	0	0		0	0
GULLETT ELEMENTARY	0	0		0	0
BUFFALO CREEK MIDDLE	0	0		0	0
G.D. ROGERS GARDEN-BULLOCK ELEMENTARY	0	0		0	0
PALMETTO ELEMENTARY (NEW)	0	0		0	0
DR MONA JAIN MIDDLE SCHOOL	0	0		0	0
PARRISH COMMUNITY HIGH SC.	0	0		0	0
HARVEY ELEMENTARY	0	0		0	0
	0	**0**		**0**	**0**

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The District has thirteen charter schools and one conversion Charter school with a current enrollment of 9,006 students including 71 children in VPK programs. The School Board approved the following school capacity levels: Elementary Schools 110% by School Service Area (SSA) of FISH capacity; Middle Schools 105% by SSA of FISH capacity; and High Schools 100% district-wide of FISH capacity. Re-districting is contemplated to level capacity among district schools. The District also offers magnet schools, virtual schools and an extensive choice program to better utilize facilities within the District.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

No schools are currently planned for closure over the next five years

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Project	Location,Community,Quadrant or other general location	2026 - 2027 / 2031 - 2032 Projected Cost
High School	East County - Rangeland Parkway	$160,000,000
Elementary School	North County	$70,000,000
Elementary School	East County	$70,000,000
		$300,000,000

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2021 - 2022 FISH Capacity	Actual 2021 - 2022 COFTE	Actual 2021 - 2022 Utilization	Actual 2022 - 2023 / 2031 - 2032 new Student Capacity to be added/removed	Projected 2031 - 2032 COFTE	Projected 2031 - 2032 Utilization
Elementary - District Totals	24,372	24,372	19,141.08	78.54 %	2,292	21,272	79.78 %
Middle - District Totals	14,433	12,984	9,447.64	72.77 %	3,319	8,210	50.36 %
High - District Totals	16,535	15,706	12,462.29	79.35 %	3,552	11,842	61.49 %
Other - ESE, etc	1,651	1,885	336.56	17.88 %	0	0	0.00 %
	56,991	**54,947**	**41,387.57**	**75.32 %**	**9,163**	**41,324**	**64.46 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2021 - 2022 FISH Capacity	Actual 2021 - 2022 COFTE	Actual 2021 - 2022 Utilization	Actual 2022 - 2023 / 2041 - 2042 new Student Capacity to be added/removed	Projected 2041 - 2042 COFTE	Projected 2041 - 2042 Utilization
Elementary - District Totals	24,372	24,372	19,141.08	78.54 %	853	19,512	77.35 %
Middle - District Totals	14,433	12,984	9,447.64	72.77 %	475	8,789	65.30 %
High - District Totals	16,535	15,706	12,462.29	79.35 %	964	12,277	73.65 %
Other - ESE, etc	1,651	1,885	336.56	17.88 %	529	346	14.33 %
	56,991	**54,947**	**41,387.57**	**75.32 %**	**2,821**	**40,924**	**70.84 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

AGENDA ITEM NO. 9.33

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval to Purchase Smart Horizon Online High School Subscription, SDMC 23-0089-BS, Continued Procurement with Vendor, Estimated in the Amount of $150,000.00

Executive Summary
On January 14, 2014, the Board approved the purchase of Smart Horizons Career Online High School, a Southern Association of Colleges and Schools (SACA) accredited online high school program that provides an opportunity for seniors who are in jeopardy of not graduating. Counselors identify those students who are in jeopardy of failing at their schools and enroll them in a parallel curriculum with Smart Horizons. The program has been in place since January 2014 and has had an 88% graduation rate. The district is requesting approval to purchase one-hundred and 15 (115) licenses at a cost of $1,295.00 each for an eighteen-month period beginning January 07, 2023.

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

Approval of this purchase does not indicate immediate or complete expenditure of approved funds.

The supplier is Smart Horizon Career Online, Pensacola, Florida, Florida Document No. L09000095071.

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

Student Achievement | Goal 2
Increase the average high school graduation rate by 2% points each school year (baseline: 2018-2019, 83.2%).

Recommendation
The Superintendent recommends approval to purchase Smart Horizon Online High School Subscription, SDMC 23-0089-BS, continued procurement with vendor, estimated in the amount of $150,000.00.

Financial Impact
The funding source for this expenditure is budgeted funds and is included in the Secondary Education Department and High Schools approved budgets for 2022-2023.

Contact
Submitting Departments: Secondary Education and Purchasing
Initiated By: Willie Clark and Ruth Gruett

Attachments:
Smart Horizons Licenses 22-23

smarthorizons
CAREER ONLINE HIGH SCHOOL

EXHIBIT B
PARALLEL PATH AFFILIATE AGREEMENT ORDER FORM

This Parallel Path Affiliate Agreement Order Form ("Order Form") is made with reference to, supplements and is a part of the Parallel Path Affiliate Agreement between Smart Horizons Career Online High School, LLC, d/b/a Smart Horizons Career Online Education ("SHCOE") and School District of Manatee County entered into 1/23/2014 to provide SHCOE's Online High School Program.

Affiliate Name: School District of Manatee County

High School:

Date of Order: 01/07/2023

PROGRAM ORDERED: **Parallel Path Program**

REGISTRATION ORDERED: **18 Month Student Tuition Registration** – provides a student up to eighteen (18) months access to complete the Online High School program. The eighteen months will begin upon student enrollment. Affiliate shall have up to one hundred twenty (120) days following the date of the invoice to enroll students in the number of student registrations purchased. If there are any open registrations after the 120 day period, those registrations will be considered active and the 18 month access will start, In the event a student drops from the program before completion, another student may be transferred into that eighteen (18) month registration for the remaining months available in that registration for a tuition transfer fee. If the student graduates before the eighteen (18) months have expired, that registration will be closed and no other student will be transferred into that registration.

TOTAL COST OF ORDER

Program Ordered	Quantity Ordered	Cost	Total Due
Parallel Path 18 Month Tuition Registration	**115**	**$1,295.00**	**$148,925**

SHCOE will submit an invoice to Affiliate for the amounts shown to be due upon SHCOE's receipt of the completed Order Form. Affiliate shall make payment to SHCOE at P.O. Box 368, Lawton, OK 73502, within twenty (20) days of receipt of invoice. Invoices shall be submitted to:

Name: _____ _____

E-mail Address:_____

AGENDA ITEM NO. 10.1

School Board of Manatee County
November 8, 2022 - Regular Board Meeting

Title
Public Hearing for Consideration to Adopt the School District of Manatee County 2022-2026 Strategic Plan

Executive Summary
Public Hearing for the Board to hear public comments regarding the proposed 2022-2026 Strategic Plan and answer questions related thereto.

After successfully building a strong infrastructure and foundation over the last three years in the previous strategic plan, the School District of Manatee County now must focus on future growth and opportunities so that by 2026 it is **READY** to be at the top of all school districts in the State of Florida.

By specifically concentrating on early learning and literacy, our young students will be **READY TO LEARN** and better prepared to succeed in later grades as they articulate through school.

Then, as they reach middle and high school, our innovative and imaginative initiatives and acceleration programs will enable them to be **READY FOR LIFE** beyond graduation like college, career, or a specialized vocation.

And as the world rapidly changes around us, the School District must adapt to these extraordinary challenges by being **READY TO GROW** and face a very competitive and expanding employment market.

This new Strategic Plan will ensure that we are **READY** 2026.

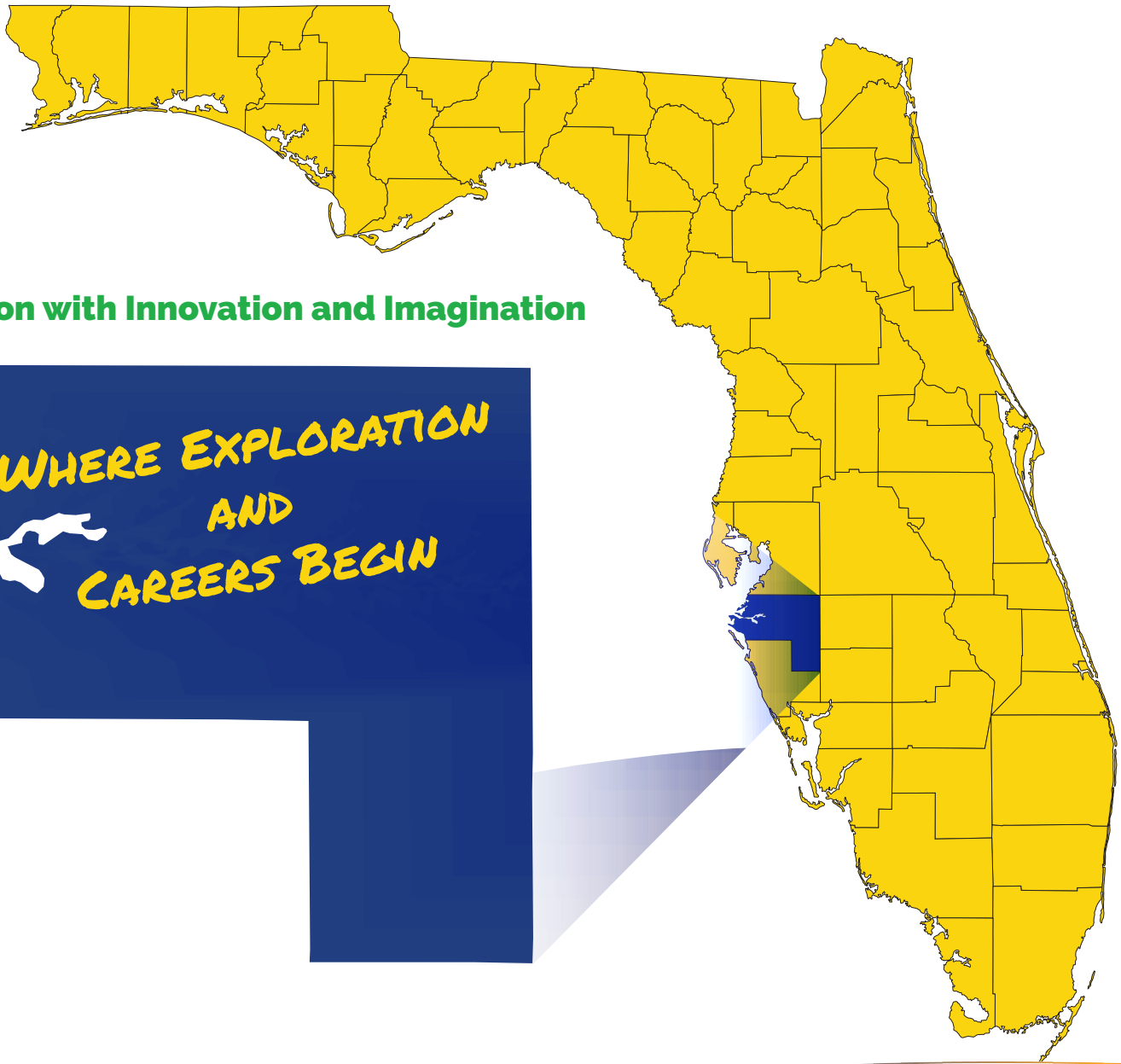
On October 11, 2022, the Board approved of advertising a notice of Intent to Adopt the 2022-2026 Strategic Plan and Setting a Public Hearing.

The proposed 2022-2026 Strategic Plan is attached and can also be viewed on the District's website at www.manateeschools.net.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
SDMC Strategic Plan 2022-2026

READY 2026 Strategic Plan



Education with Innovation and Imagination

WHERE EXPLORATION AND CAREERS BEGIN

Mission, Vision, Core Values

READY 2026

Mission

The School District of Manatee County
will educate and develop
all students today
for their success tomorrow.

Vision

The School District of Manatee County
will be an exemplary student-focused school system
that develops lifelong learners
to be globally competitive.

Superintendent



Ready 2026 is our new Strategic Plan for school years 2022-2026 and is a culmination of a collaborative process developed with valuable input from employees, District administrators, parents, and community/business leaders.

Together with our mission, vision, and core values, we are empowering our students today for their success tomorrow.

- Cynthia Saunders, Superintendent

School Board



DISTRICT 1
Gina Messenger



DISTRICT 2
Charlie Kennedy



DISTRICT 3
Mary Foreman



DISTRICT 4
Chad Choate III



DISTRICT 5
Rev. James T. Golden



Building for Our Future

Our Core Values

WE BELIEVE IN academic excellence through innovation and teamwork.
WE BELIEVE IN professionalism, responsibility, and respect.
WE BELIEVE IN transparent communications at all levels.
WE BELIEVE IN quality schools strengthening our community.
WE BELIEVE IN our commitment and dedication to every student.

Fast Facts

READY 2026

50,000+
K-12 & Charter Students
51% Male
49% Female

White: 44%
Hispanic: 36%
Black: 13%
Multiracial: 5%
Asian: 2%

64 Schools
1 Technical College
14 Charter
7 High — 14 Contracted
11 Middle — 1 Alternative
32 Elementary

Over 150 Years of Educational Excellence

More Career & Technical Programs at Manatee Technical College (MTC) Than Any Other Technical College in Florida.

Among the Highest Starting Salaries for Teachers in Florida

Class of 2022
2801 Graduates from Seven High Schools

Upgraded Ratings from Moody's, S&P and Fitch - Based on Financial Performance

1 in 6 students is an English Language Learner
Student with a native language that is not English

99 Languages Spoken by Students throughout the School District

2,451 Technical College Students
46.66% Male
53.34% Female

Hispanic: 37.41%
White: 31.42%
Non-Resident: 15.17%
Black: 10.93%
Multiracial: 3.96%
Asian: .89%
Pacific: .12%
Native American: .10%

295,124 SUMMER MEALS

8.6 MILLION MEALS SERVED YEARLY
15,088 breakfasts daily
30,063 lunches daily
62.8% Free/ Reduced Lunch

LARGEST Employer in Manatee County

6,000+ EMPLOYEES

All data from School Year 2021-2022

Portrait of a Graduate
Ready for Success

READY 2026

Academic Preparation

Education and Innovative Initiatives

Career and Technical Education

Extracurricular Activities

Community and Business Partnerships

Academic Preparation

Academic rigor will prepare a Manatee County graduate to become a productive global citizen with important life skills like problem solving, creativity, critical thinking, leadership, initiative, and self-direction.

Education and Innovative Initiatives

Manatee County leads the State of Florida with innovative and imaginative educational initiatives, like the first ever Woz-Ed School, the Guy Harvey Academy of Arts and Science, EarlyBird Literacy Screener, and multiple Community Partnership Schools.

Career and Technical Education

Through our programs, we link the world of education with the world of work. Our teachers and staff provide leadership, support, and resources to prepare students with the necessary technical skills, student leadership, career focus, and academic excellence needed to succeed in both careers and post-secondary education.

Our students, teachers, and staff have gained a local, regional, national, and international reputation as one of the best career and technical education programs in the state.

Extracurricular Activities

Extracurricular activities include sports, student government, community service, employment, arts, hobbies, and educational clubs. Participating in extracurricular activities widens a student's social circle, expands their interests, and builds leadership skills all leading to positive long-term outcomes for a graduate.

Community and Business Partnerships

Community partnerships extend students' opportunities for learning far beyond the school walls and the limits of the school day by creating connections between the school, local businesses, organizations, caregivers and families, and all education stakeholders. These partnerships also help to integrate other important components of students' lives into their learning.

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READY 2026

READY TO LEARN

Kindergarten Readiness / Grade-Level Proficiency

1. Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs — 10
2. Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia — 11
3. Increase ES enrollments in accelerated courses and identification of gifted and talented students — 12
4. Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades — 13
5. Continue to partner with community-based agencies to ensure expanded Pre-K learning opportunities and alignments — 14
6. Expand the availability of relevant literacy training and reading materials for first-time parents and families — 15

READY FOR LIFE

Acceleration and Innovative Learning / College, Career Readiness

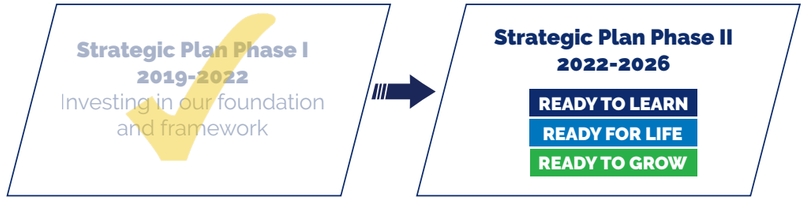
1. Improve easy access to quality family resources that support student learning — 16
2. Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports — 18
3. Provide unique and highly personalized support for English Language Learners — 19
4. Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration — 21
5. Expand visual and performing arts programs across all schools — 22
6. Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning — 24
7. Implement additional research-based initiatives that support first generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms — 25
8. Expand acceleration opportunities for all middle and high school students — 26
9. Advance career-centered programs across the District to provide quality post-high school education and employment opportunities — 27

Strategic Plan Progress
Strategic Plan Tracking for each goal, strategy and metric will be updated regularly at https://www.ManateeSchools.net/strategicplanning

READY TO GROW

Staff Hiring and Retention / District Financial Stability / Safety and Security

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 — 31
2. Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff — 32
3. Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders — 34
4. Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible — 35
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 — 36
6. Maintain our robust security readiness and safety system across the District — 37
7. Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens — 38



About This Plan

After successfully building a strong infrastructure and foundation over the last three years through the previous strategic plan, the School District of Manatee County now must focus on future growth and opportunities, so that by 2026 it is **READY** to be at the top of all school Districts in the State of Florida.

By specifically concentrating on early learning and literacy, our young students will be **READY TO LEARN** and better prepared to succeed in later grades as they articulate through school.

Then, as they reach middle and high school, our innovative and imaginative initiatives and acceleration programs will enable them to be **READY FOR LIFE** beyond graduation: in college, career, or a specialized vocation.

As the world rapidly changes around us, the school District must adapt to these extraordinary challenges by being **READY TO GROW** and face a very competitive and expanding employment market.

This new Strategic Plan will ensure that we are READY 2026

1. Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Department of Curriculum and Instructional Services

Strategy 1: Provide professional learning to teachers and paraprofessionals in classroom instructional strategies and resources designed to improve phonological awareness, reading comprehension and phonics skills, fluency, vocabulary

Metric 1: Demonstrate 100 percent fidelity of use of instructional high-quality resources strategies and resources as evidenced by classroom visits

Metric 2: Increase the percentage of students demonstrating growth per state progress monitoring assessments increased by at least two percentage points per school year

Metric 3: Decrease by 2 percent annually the number of students demonstrating a need for Tier2/Tier 3 support per Multi-Tiered Systems of Support (MTSS) interventions as evidenced in Focus through the MTSS platform

Metric 4: Monitor students who received support to ensure student and program success and viability

Metric 5: Increase professional learning for all teachers and paraprofessionals in literacy best practices including Exceptional Student Education (ESE) teachers and staff

Metric 6: Increase the percentage of ESE students showing grade-level proficiency as (Kindergarten - 10th grade) as evidenced by at least two percentage points per school year



Willis Elementary students plant an EarthBox during Farm-to-School Week

2. Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Department of Curriculum and Instructional Services

Strategy 1: Successfully implement a screening tool to identify students in need of further evaluation and evidence-based interventions in District schools

Metric 1: Increase the number of interventions students with dyslexia-like characteristics are receiving after screening as a result of needs identified through the screening.

Metric 2: Increase the percentage of students closing achievement gaps per state progress monitoring assessment as evidenced by two percentage points per school year



Nolan Middle School students read in their Media Center

3. Increase Elementary School enrollments in accelerated courses and identification of gifted and talented students

Department of Curriculum and Instructional Services

Strategy 1: Design an elementary scheduling model to increase the number of students accessing advanced literacy and math content

Metric 1: Increase the percentage of students in grades 3-5 enrolled in accelerated course content

Metric 2: Increase the percentage of students enrolled in gifted and in accelerated courses who show proficiency /mastery on state standardized assessments

Strategy 2: Expand District testing for gifted to include additional measures, methods, and grade levels to increase the number of students screened and identified, especially in Federal Index Subgroups

Metric 1: Increase the number of additional screener(s) identified and update the evaluation procedures currently in place with increased opportunities for screening

Metric 2: Increase the number and percentage identified as gifted and number and percentage identified as talented

Strategy 3: Enhance District resources for accelerated and gifted students and their families, including enrichment activities, academic competitions, and at-home supports, especially in Federal Index Subgroups

Metric 1: Develop more District resource sites and create opportunities for more accessibility for all students and families

Metric 2: Increase the number and variety of District field trips and related enrichment activities

Metric 3: Increase the amount of student-parent workshops and resource fairs designed to help families navigate the transition to middle school, high school and post-secondary options

Strategic Plan Progress
Strategic Plan Tracking for each goal, strategy and metric will be updated regularly at https://www.ManateeSchools.net/strategicplanning

4. Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Department of Curriculum and Instructional Services

Strategy 1: Enhance the District's new educator onboarding program to include pairing new teachers with veteran teachers and offering professional development that includes evidence-based literacy strategies

Metric 1: Increase the percentage of new teachers who report satisfactory feedback regarding first-year onboarding and professional development

Metric 2: Increase the percentage of new teachers hired who are retained after year one and year three

Metric 3: Increase the percentage of new teachers with progress toward obtaining a reading endorsement or reading certification

Strategy 2: Ensure that a District coaching academy is in place, includes professional learning around best practices in literacy, and supports coaches with earning the new state Coaching Endorsement

Metric 1: Increase the number and percentage of District schools supported by an on-site instructional coach

Metric 2: Increase the percentage of District classrooms with evidence of effective literacy instruction (per classroom visits)

Metric 3: Increase the number and percentage of coaches completing the state coaching endorsement program or another recognized coaching endorsement program



Rogers Garden-Bullock Elementary School Volunteer Appreciation Day

5. Continue to partner with community-based agencies to ensure expanded Pre-Kindergarten learning opportunities and alignments

Department of Curriculum and Instructional Services

Strategy 1: Expand availability of year-round literacy support and reading materials, aligned with early learning curriculum and at Campaign for Grade-Level Reading community partner sites/ locations

Metric 1: Measure the increases through the community partner's end-of-year survey results

Strategy 2: Develop both face-to-face and virtual literacy programs, aligned with Pre-Kindergarten standards, for early learning parents with Campaign for Grade-Level Reading community partners

Metric 1: Develop and expand multilingual training with community partners

Metric 2: Increase the number of families taking part in virtual and in-person events

Strategy 3: Develop volunteer training for community-based volunteers that aligns opportunities

Metric 1: Develop with community-based agencies a best practice literacy-based in-person or virtual training and increase participation annually

Strategy 4: Integrate early learning concepts and hands-on activities across subjects to increase family engagement and exposure to literacy

Metric 1: Percentage of community-based partners that show an increase in serving unduplicated clients

Metric 2: Increase the percentage of families who report that Soar in 4 is engaging, relevant, and impactful



Dive Into Reading program

6. Expand the availability of relevant literacy training and reading materials for first-time parents and families

Department of Curriculum and Instructional Services

Strategy 1: Work with community partners to ensure that first-time parents and families have access to books and related child development materials to support at-home learning before entering kindergarten

Metric 1: Increase the number and percentage of families with children ages 0 to 3 who have sufficient resources at home

Metric 2: Increase the number and percentage of families with children ages 0 to 3 attending District and community resource events

Metric 3: Increase the percentage of kindergarten students meeting state kindergarten readiness rates for literacy

Strategy 2: Develop both face-to-face and virtual literacy training for new parents and families specific to oral language development

Metric 1: Develop training that is easy to locate, parent-friendly, and multilingual

Metric 2: Increase the number and percentage of new parents and families taking part in literacy training and events

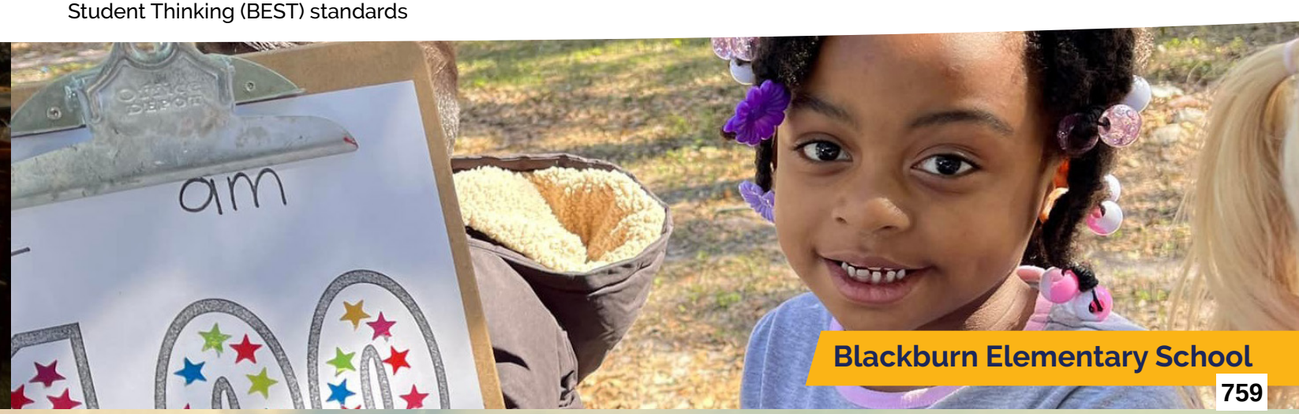
Metric 3: Increase the percentage of kindergarten students meeting state kindergarten readiness rates for literacy

Strategy 3: Design an information campaign for new families to support their understanding of what our public schools offer and what is expected of children entering kindergarten

Metric 1: Increase the number and percentage of eligible families who enroll their students in District kindergarten seats

Metric 2: Link District and state Read-at-Home plans on District and school websites for easy accessibility and communication with families at family nights and parent conference

Metric 3: Develop a recorded family-friendly webinar to introduce families to kindergarten Benchmarks for Excellent Student Thinking (BEST) standards



Blackburn Elementary School

1. Improve easy access to quality family resources that support student learning

Department of Curriculum and Instructional Services

Strategy 1: Create parent-friendly curriculum documents containing grade-level expectations that outline what students are learning and must master as they transition across grades

Metric 1: Ensure that curriculum resources are available annually and easily accessible for students and families in multiple languages

Metric 2: Develop a search engine provided for students and families to locate materials efficiently to support learning, along with support for closing students learning gaps

Metric 3: Increase the number and percentage of unique log-ins to the District resource website by school, grade, and student subgroups

Strategy 2: Host quarterly resource workshops by level (Elementary, Middle, High) to support families across the District

Metric 1: Increase the number of workshops scheduled and available as designed and inclusive of Exceptional Student Education (ESE), English Language Learner (ELL) families

Metric 2: Ensure annually that family-friendly training materials are available specific to increasing the use of FOCUS "parent portal" software

Metric 3: Increase the number and percentage of families with FOCUS "parent portal" accounts and percentage logging in weekly, monthly

Strategy 3: Develop a school-based family outreach model designed to inform parents about student progress and promote family involvement

Metric 1: Develop a District District evidence-based family engagement model with feedback from relevant stakeholders

Metric 2: Train a school family engagement designee in the family outreach model for both in-person and virtual modes

Metric 3: Increase the number and frequency of parent surveys per year

Metric 4: Increase the number of parents engaged in Student Advisory Councils (SAC)/ Parent Teacher Organizations (PTO) per school year

Metric 5: Increase the number of and frequency of volunteer participation District-wide per school year

Strategy 4: Ensure that school counselors, social workers, and Graduation Enhancement Technicians (GETs) create family intervention plans for those students with excessive absences (more than 10 percent days absent)

Metric 1: Decrease the number and percentage of schools that have students with 10 percent or more days absent

Metric 2: Increase the number of students with family intervention plans

Strategy 5: Continue to host community events for families that provide access to needed resources

Metric 1: Increase the number of community resource events/fairs such as Soar In 4 and Community, Hispanic Fairs, etc.

Metric 2: Increase the number of families assisted by providing access to physical and mental health screenings

Department of Technology

Strategy 1: Implement enterprise notification service offerings for teachers and school/District leadership to continually improve communications

Metric 1: Expand the use of enhanced text messaging features to all schools

Metric 2: Transition the manateeschools.net website to a robust, innovative, and intuitive design

Strategy 2: Expand parent engagement through MySDMC SSO (Single Service Sign-on)

Metric 1: Implement Choice for Voluntary Pre-Kindergarten (VPK) or Exceptional Student Education Pre-Kindergarten (EPK) by December 2022 through FOCUS Student Information System (Parent Portal)

Metric 2: Develop progress monitoring for VPK-EPK through FOCUS and Gradebook



Johnson K-8 Students

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

Department of Curriculum and Instructional Services

Strategy 1: Develop and execute professional learning for teachers and staff specific to increasing student engagement and trauma-informed instruction (responding to trauma) as evident by Florida Statute

Metric 1: Develop and execute annually professional learning in classroom management, student engagement

Metric 2: Develop and execute professional learning in trauma-informed instruction (responding to trauma)

Metric 3: Develop a model classroom(s) at each school to showcase best practices in instruction

Metric 4: Increase the percentage of teachers and staff trained in classroom management (engagement), trauma-informed instruction, and youth mental health (state professional learning)

Strategy 2: Design District response teams to support the unique needs of each school and community in order to provide safe and positive school climates as evident by Florida Statute

Metric 1: Ensure Student Services and Exceptional Student Education (ESE) supports (school-based and District-based) are fully staffed to meet each school's needs

Metric 2: Formulate District response teams to include alignment of social workers, psychologists, behavior, and ESE supports by community feeder pattern

Metric 3: Biannually assess whether needs are being addressed in terms of student behavior and mental health, especially for students identified as MTSS Tier II and III

Metric 4: Continue and enhance the use of the Handle with Care program.



Samoset Elementary School Cafeteria Staff

3. Provide unique and highly personalized support for English Language Learners

Department of Curriculum and Instructional Services

Strategy 1: Expand Dual Language (DL) Programs in our existing elementary schools and create a plan to move into secondary schools to help close the achievement gap between English Learners and non-English Learners

Metric 1: Increase the number of schools with dual language programs

Metric 2: Develop and execute a finalized plan to create a dual language program in middle schools

Metric 3: Assess annually the data of dual language programs to ensure increased student achievement

Strategy 2: Develop a newcomer program that assists recently arrived students with a 10–12 week program within the school day to help English Language Learners acclimate to school in the United States

Metric 1: Assess the data annually to ensure increased student achievement

Strategy 3: Grow the English Language Development classes in secondary schools to assist English learners to be successful with academic content in middle and high school

Metric 1: Assess the data annually to ensure increased student achievement

Strategy 4: Continue to provide students with digital devices through the TECH4STUDENTS program – technology beyond the classroom initiative

Metric 1: Increase annually the number of digital devices through the TECH4STUDENTS program



Bayshore High School Graduation Class



Southeast High School Graduation 2022

4. Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Department of Curriculum and Instructional Services

Strategy 1: Integrate civics literacy and community involvement into core subjects to increase student access to civics content and the principles of citizenship for all students

Metric 1: Develop District curriculum maps/resources that reflect the integration of civics literacy across subject areas that support student learning across all Federal Index Subgroups

Metric 2: Increase the percent of students completing community service hours across grade levels as evidenced by Bright Futures qualifications met by Federal Index Subgroups

Metric 3: Increase the percentage of students passing state civics assessments at End-of-Course (EOC) and the percentage scoring satisfactorily on the Florida Civic Literacy Assessment (FCLE)

Metric 4: Integrate critical thinking and current events into extracurricular activities

Strategy 2: Integrate art concepts and hands-on projects and performances across subjects and grade levels to increase student engagement and exposure to the arts

Metric 1: Develop District curriculum maps/resources that reflect the integration of arts across subject areas and grade levels

Metric 2: Increase the percentage of classrooms showing evidence during classroom visits of presentations and hands-on projects

Metric 3: Increase the percentage of students who report on climate surveys that school is engaging, relevant, and interesting

Strategy 3: Develop an engaging high school financial literacy course and infuse financial literacy content into math courses across grade levels

Metric 1: Ensure annually math curriculum maps/resources reflect financial literacy concepts across all grades and student interests

Metric 2: Increase the percentage of high school students by subgroup completing a financial literacy course before graduation

Strategic Plan Progress
Strategic Plan Tracking for each goal, strategy and metric will be updated regularly at https://www.ManateeSchools.net/strategicplanning

5. Expand visual and performing arts programs across all schools

Department of Curriculum and Instruction Services

Strategy 1: Build District inventory and create systems for refreshing/replacing equipment that ensures quality materials, instruments, and related arts resources are available equitably across all schools

Metric 1: Ensure District refresh/replace, and arts millage budget(s) are available and based on each school's enrollment, course enrollment, and unique needs

Metric 2: Verify District and school inventory systems are in place via a common tracking method for accountability and resource planning

Metric 3: Increase the percentage of students enrolled in visual and performing arts programs across all schools as measured by course offerings, student schedules

Strategy 2: Develop District level supports for all schools and teachers

Metric 1: Equip a visual and performing arts curriculum and instruction team to enhance curriculum maps, professional development, and instructional strategies to build diverse and robust programs.

Metric 2: Provide and increase professional development for all visual and performing arts teachers to bring relevance and sustainability to all art programs

Metric 3: Upgrade visual and performing arts classrooms and performance areas at all schools

Strategy 3: Increase visual and performing arts course offerings across all schools that are unique to each school's student needs and interests

Metric 1: Ensure a wide variety of visual and performing arts courses are offered for students at secondary schools to register for each year based on student interests

Metric 2: Increase the percentage of students enrolled in visual and performing arts programs across all schools each year

Strategy 4: Develop arts magnet programs in one District elementary, middle and high school

Metric 1: Build a sustainable magnet program to allow student growth from elementary to middle to high school

Metric 2: Conduct a needs assessment at designated magnet schools (Manatee Elementary, Lee Middle, Bayshore High) to determine future capital project improvements

Metric 3: Assess annually the student interest at each school to determine course offerings and visual and performing arts program expansion

Metric 4: Develop model arts classrooms to encourage increased student enrollment in arts programs and diversify program options

Metric 5: Increase the annual percentage of students utilizing school choice to enroll at each arts magnet school



Parrish Community High School Theatre Class

6. Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Department of Technology

Strategy 1: Enhance the productivity and educational experiences of all students and staff by implementing innovative and cost-efficient technology solutions

Metric 1: Digitize all active student and active employee records by 2023

Metric 2: Create innovative learning centers in all school media centers by 2025

Metric 3: Upgrade audio and video display technology in all cafeterias by 2025

Metric 4: Upgrade FIBER Infrastructure across all schools by 2025

Metric 5: Digitize all inactive student and inactive employee records by 2026

Strategy 2: Maintain a technology refresh plan that provides equitable, sustainable, and relevant technology resources to all students and staff

Metric 1: Maintain and support a District staff and student device refresh plan annually

Metric 2: Upgrade all school network infrastructure ERATE category 2 eligible equipment by 2026.

Metric 3: Refresh approximately 300 multifunction devices and 1,200 desktop printers in schools and support sites with solutions that feature sustainable costs and capacity needed to support instruction and operations

Metric 4: Upgrade audio/video technology in high school auditoriums and athletic fields by 2026

Metric 5: Upgrade Printing Services with cost-efficient production equipment that produces quality printed material for classroom use and parent communications by 2024.

Strategy 3: Provide a safe, secure, and seamless connectivity experience to all users supporting the educational goals of all schools

Metric 1: Implement and maintain 1:1 cloud-ready management wireless access points in all instructional classrooms and common areas

Metric 2: Evaluate on-premise enterprise applications and critical core systems (Enterprise Resource Program [ERP]) for cloud readiness annually

Metric 3: Evaluate and implement cabling infrastructure retrofit projects at select schools to increase bandwidth and improve the user experience by 2026.

7. Implement additional research-based initiatives that support first-generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms

Department of Curriculum and Instructional Services

Strategy 1: Expand District implementation of Advancement Via Individual Determination (AVID) elective across all District middle and high schools in order to scaffold and support educators and students to encourage college and career readiness across all Federal Index Subgroups

Metric 1: Increase the offerings of the AVID elective to empower schools to create changes that are sustainable and measurable

Metric 2: Build tools to help educators implement and refine instructional practices at each school to meet student interest

Metric 3: Increase the number of AVID schools in elementary and secondary from 10 to 15 and increase the number of instructional staff trained in AVID strategies.

Strategy 2: Provide college readiness testing opportunities and highly effective learning opportunities to close the gap on students demonstrating college and career readiness

Metric 1: Utilize the PSAT in 8th grade to support student learning by analyzing data and building in support for all learners prior to entering high school

Metric 2: Increase the number of students scoring college ready per the ACT/SAT by subgroup

Metric 3: Build additional after-school and summer bridge programs designed to close gaps in learning for students based on PSAT/SAT and ACT data.

Strategy 3: Develop career-planning tools for students and families that support college-and-career pathways

Metric 1: Conduct a needs assessment and research review conducted to determine District needs and products available to meet these needs

Metric 2: Increase the number and percentage of parents and students logging into the new system

Metric 3: Increase the number and percentage of students enrolling in college or career pathways per review of high school schedules

Metric 4: Increase the number of students in each subgroup demonstrating proficiency in literacy skills by equipping teachers with professional development in reading instruction and support

8. Expand acceleration opportunities for all middle and high school students

Department of Curriculum and Instructional Services

Strategy 1: Increase literacy proficiency in secondary schools for all students

Metric 1: Increase the percentage of English Language Arts proficiency across all Federal Index Subgroups closing achievement gaps in under-performing student groups

Metric 2: Increase professional learning to administrators, teachers, and paraprofessionals specific to phonological awareness, phonics, fluency, vocabulary, and comprehension

Strategy 2: Increase enrollment across all subgroups in Dual Enrollment (DE), Advanced Placement (AP), AICE Cambridge (AICE), and International Baccalaureate(IB) to provide robust and challenging programs and diploma options for all learners

Metric 1: Increase the variety of accelerated coursework options for students to meet students' varying needs and interests.

Metric 2: Increase the percentage of students in all Federal Index Subgroups enrolled in accelerated coursework both on and off campus.

Metric 3: Increase the percentage of teachers trained and credentialed (example: Master's Degree) to teach DE, AP, AICE, or IB courses

Metric 4: Increase the percentage of students in middle schools and high schools taking at least one accelerated course by two percentage points each year

Strategy 3: Design and market District choice and magnet offerings available and unique to each middle school and high school

Metric 1: Increase the amount of high-quality, accelerated choice options available at each middle school and high school

Metric 2: Increase the number of visits to school websites and attendance at District choice fairs



Southeast High School Graduation

9. Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Department of Adult, Career, and Technical Education (CTE)

Career and Technical Education (K-12)

Goal 1: To provide quality career and technical education programs at all instructional levels that will prepare students for a diverse technical landscape that supports the local workforce needs of our community

Strategy 1: Increase the number of students earning Industry Certification (IC)

Metric 1: Increase the number of IC offered in each high school program

Metric 2: Increase the number of IC tests offered with the status of pass/fail

Metric 3: Increase the number of students passing ICs

Strategy 2: Increase the number Work-Based Learning Opportunities

Metric 1: Increase the offering of On-The-Job training (OJT) courses

Metric 2: Develop Summer internships and document the quantity of student participation

Metric 3: Survey teachers on the quantity of job shadowing experiences by program

Metric 4: Develop opportunities with pre-apprenticeship alignment for future development

Metric 5: Increase student participation in Career and Technical Student Organization Competitions

Strategy 3: Increase exposure to postsecondary options

Metric 1: Annually track the number of CTE students who visited Technical Colleges for tours or events

Metric 2: Annually track the number of CTE students who visited State Colleges for tours or events

Metric 3: Annually track the number of CTE students who visited Universities for tours or events

Metric 4: Annually increase the amount of postsecondary informational events at our secondary schools

Goal 2: To use secondary career and technical education programs to deliver quality instruction to enhance employability skills and provide exposure to local employment opportunities

Strategy 1: Increase the amount of business and community partnerships

Metric 1: Increase the number of high school program advisory committee meetings annually to ensure business and community input and participation

Metric 2: Increase the number of guest speaking opportunities from business and industry partners in each program annually to ensure exposure to business and community leaders

Metric 3: Increase the number of career-centered field trips offered at the elementary, middle, and high school levels annually to ensure exposure to business and community opportunities

Strategy 2: Increase the amount of Workplace Skills curriculum throughout the District

Metric 1: Increase the amount of industry-standard behaviors taught in each program collected annually

Metric 2: Increase the amount of industry-standard ethics taught in each program collected annually

Metric 3: Increase the amount of industry-standard expectations taught in each program collected annually

Metric 4: Increase the number of March to Success and/or Armed Services Vocational Aptitude Battery (ASVAB) tests administered annually

Manatee Technical College (MTC)

Goal 1: Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy

Goal Description [Educational Programs]: All Manatee Technical College programs will be competitively filled based on factors recognized as predictors of success for the specific program All MTC programs will have full enrollment based on the availability of space and equipment All programs will have a completion rate of 80 percent or higher. All programs will have a licensure pass rate of 90 percent or higher or a student industry-certification rate of 90 percent or higher. All programs will have a placement rate of 90 percent or higher.

Strategy 1: Use program evaluations completed by current students for program improvement to increase student retention

Metric 1: Increase enrollment in each program

Metric 2: Increase the completion rate annually of each program

Strategy 2: Use national program certifications for program improvement

Metric 1: Increase the number of industry certifications earned and/or licensure pass rate of each program annually

Strategy 3: Strengthen the school's placement and follow-up program

Metric 1: Increase the placement rate of each program annually

Strategy 4: Conduct a comprehensive local needs assessment to ensure programs are adequate in size, scope, and quality and aligned with local labor market needs

Metric 1: Conduct an assessment every two years

Strategy 5: Increase hybrid and distance learning programs to meet the needs of our students and community

Metric 1: Increase the percentage and number of hybrid and distance learning programs offered each year

Goal 2: Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry

Goal Description [Physical Resources]: Manatee Technical College will continually improve its state-of-the-art equipment and facilities

Goal Description [Human Resources]: In the year 2025, Manatee Technical College will be fully staffed to provide the services, programs, and leadership for the college

Strategy 1: Monitor regional demand list for local job needs

Metric 1: Compare regional demand list to programs offered/requested by business and industry

Strategy 2: Provide professional development to staff to meet industry needs.

Metric 1: Increase the variety of professional development to staff aligned with business and industry needs

Strategy 3: Build a quality Airplane Maintenance Technician School facility at Sarasota-Bradenton International Airport.



Technology Student Association (TSA)



SkillsUSA



Braden River High School



Art Center Manatee



First Graduating Class
at Parrish Community High School



Celebrating the 100th anniversary
of Ballard Elementary School



Harvey Elementary School Musical Theatre



Outdoor fun at Myakka City Elementary School

1. Develop a competitive employee salary schedule that will attract the best talent and continue to provide quality customer service to our staff and parents

Department of Operations

Strategy 1: Continue to analyze and adjust salary schedules to remain competitive relative to current workforce standards and benefits

Metric 1: Monitor surrounding districts and local similar employers to ensure our salary is competitive to the current market

Metric 2: Increase the offer/acceptance rate by site/position

Strategy 2: Provide focused and cost-effective recruitment, selection, and hiring sources

Metric 1: Improve the number of qualified candidates per hire ratio by implementing a screening process for a good fit

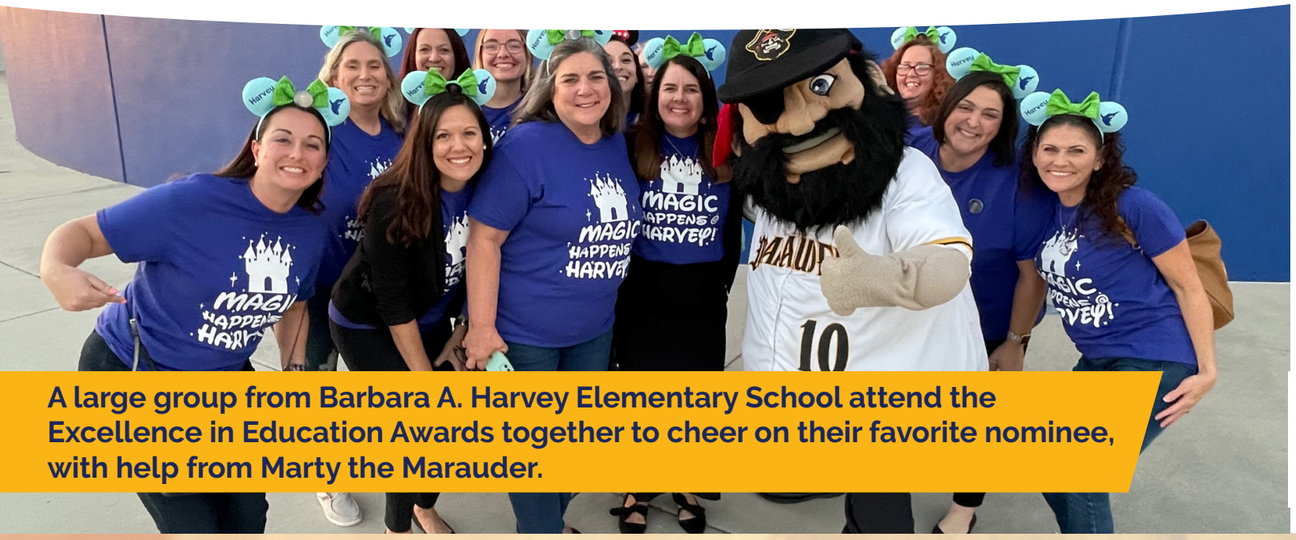
Metric 2: Develop an applicant tracking system to trace the source of hire and to identify cost-effective recruiting channels

Metric 3: Increase efficiency in the time to fill positions by division, department, and hiring manager

Strategy 3: Continue to provide quality customer service to our staff and parents

Metric 1: Increase the number of surveys deployed during a school year to staff and parents

Metric 2: Increase opportunities with community, higher education, and business partners to enhance and expand the incentives for current and future employees



A large group from Barbara A. Harvey Elementary School attend the Excellence in Education Awards together to cheer on their favorite nominee, with help from Marty the Marauder.

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

Department of Operations

Strategy 1: Retain and recruit talented staff to provide instructional, operational, and support services of the highest caliber

Metric 1: Determine the best methods to retain existing staff and recognize them for performance

Metric 2: Ensure that appropriate staff safety and accountability professional learning is completed per school year

Metric 3: Continually evaluate staff coverages to ensure the adequacy of allocations

Strategy 2: Deliver meaningful, relevant, and engaging new hire onboarding and professional learning

Metric 1: Decrease the amount of time and steps from candidate acceptance to their start date by streamlining the process

Metric 2: Provide onboarding and job-specific induction for professional learning and track evaluation of professional learning

Strategy 3: Enhance methods to seek input from teachers and staff

Metric 1: Increase the number of surveys deployed during a school year to staff and teachers

Metric 2: Develop a process to obtain the reasons why an employee leaves the District and analyze the results

Strategy 4: Utilize efficient and timely teacher certification processes and procedures

Metric 1: Increase the number of teacher certification appointments held per month.

Metric 2: Increase the number of teacher certifications processed per month.

Metric 3: Increase the number of temporary certifications issued per month.

Metric 4: Increase the number of certification renewals processed per month.

Metric 5: Increase the number of Add Endorsements processed, number of Subject Add applications processed, number of District certifications (MTC) issued, Number of Adjunct Certifications issued per quarter

Strategy 5: Build and maintain a new employee health and wellness center for employee healthcare needs

Metric 1: Assess the quality of care provided as measured by staff surveys annually

3. Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Department of Operations

Strategy 1: Develop and retain a customer service focused and highly qualified operational team

Metric 1: Increase operational staff completion of industry certifications annually

Metric 2: Operational staff complete 100 percent of professional development portfolio professional learning aligned with core job responsibilities, leadership course, and succession planning

Metric 3: Provide teachers with a sustainable professional development plan for the use of interactive display panels across all schools

Metric 4: Provide an on-demand Information Technology Video Learning Library

Strategy 2: Develop high-quality PeopleSoft professional learning courses to improve efficiency

Metric 1: Maintain and enhance professional learning tools to include job aids, videos, and quick guides

Metric 2: Establish PeopleSoft learning paths for specific job functionalities and ensure staff is trained annually

Strategy 3: Enhance our New Leaders Program

Metric 1: Customize leadership pathways aligned to career ladders

Metric 2: Evaluate organizational system by department to identify core competencies and skills for succession plan professional learning

Metric 3: Increase the amount of job shadowing opportunities and professional learning

Strategic Plan Progress
Strategic Plan Tracking for each goal, strategy and metric will be updated regularly at https://www.ManateeSchools.net/strategicplanning

4. Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Department of Operations

Strategy 1: Focus on critical factors leading to efficient use of financial resources that highlight the importance of public stewardship

Metric 1: Enhance procedures for oversight of contracts at all levels of capital expenditures

Strategy 2: Undertake strategies and actions to support effective energy planning

Metric 1: Reduce overall energy/utility consumption and expenditures to promote and protect the environment while enhancing operational efficiencies



The admin team from Palmetto High School, led by Principal Monica DeLesline, agrees to being slimed, after students raise $650 for United Way Suncoast in just three days.

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

Department of Operations

Strategy 1: Establish consistent operational procedures and practices focusing on the retention of asset value and program adequacy to support school innovation and student achievement

Metric 1: Analyze facility adequacy each school year

Metric 2: Ensure appropriate technologies are in place to enhance safety through all operations

Metric 3: Develop an appropriate school bus replacement cycle and implement a comprehensive white fleet lease program

Strategy 2: Enhance communications with School and District based stakeholders regarding the implementation and status of critical responsibilities.

Metric 1: Enhance the usage of Smart Sheets to allow for reliable project communication.

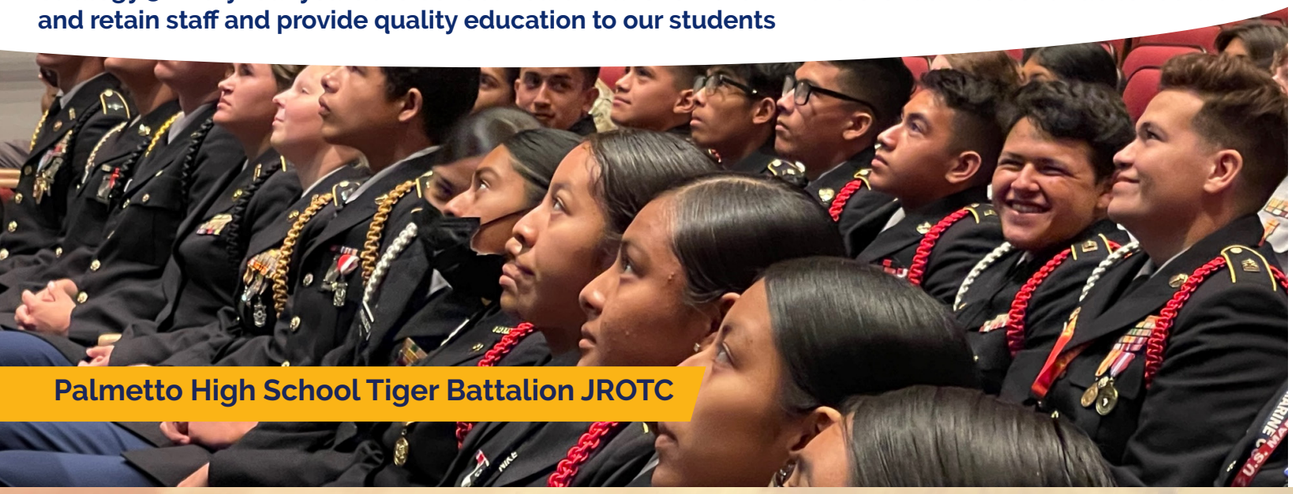
Metric 2: Continue development of reporting methodologies to enhance details provided to school, District, and community based stakeholders.

Metric 3: Develop opportunities to celebrate department successes.

Metric 4: Provide exceptional Food Service offerings to students.

Metric 5: Enhance on-time performance for Transportation Services and increase communications with parents.

Strategy 3: Every four years the School Board will renew the 1-Mil referendum to continue to recruit and retain staff and provide quality education to our students



Palmetto High School Tiger Battalion JROTC

6. Maintain our robust security readiness and safety system across the District

Department of Curriculum and Instructional Services

Strategy 1: Develop classroom management professional learning for all teachers and staff and ensure that behavior plans are evident across schools

Metric 1: Increase the number and percentage of teachers and staff trained in SPARK (CHAMPs) professional learning

Metric 2: Increase the number and percentage of classrooms with classroom management plans in place that are evident and observable

Metric 3: Decrease the number and percentage of students receiving referrals / Out of School Suspension (OSS) by quarter / compared to previous years

Strategy 2: Ensure that data management and student information systems are in place to log Multi-Tier Systems of Support (MTSS) plans in response to student misbehavior and interventions

Metric 1: Ensure a new MTSS data system is developed and teachers and staff receive professional learning to use the system

Metric 2: Decrease the number and percentage of students with an MTSS intervention plan for behavior

Metric 3: Decrease the number and percentage of students with repeated referrals and-or OSS (more than 1)

Department of Safety and Security

Strategy 1: Maintain Alyssa's Alert Centegix Crisis Alert System and ensure all schools, departments, and staff maintain 100 percent compliance

Metric 1: Ensure all employees wear a Centegix Crisis Alert System badge and are trained annually by October 1st.

Strategy 2: Continue annual Active Assailant Response Professional Learning across the District

Metric 1: Ensure all employees receive professional learning annually by October 1st.

Strategy 3: Strengthen threat assessment teams and continue to verify the coordination between school personnel and law enforcement

Metric 1: Conduct monthly threat assessment meetings

Strategy 4: Enhance school locations with physical security enhancements

Metric 1: Conduct a Florida Safe Schools Assessment every year by October 1s

Strategy 5: Maintain a working relationship with Manatee County Emergency Operations Center (EOC)

Metric 1: Attend required meetings and participate in exercises

Strategy 6: Execute tabletop exercises at each school every year

Metric 1: Train staff in advanced tabletop exercises in active assailant and weather-related emergencies

7. Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Department of Communications and Family Engagement

Strategy 1: Continue to accentuate and publicize student, school, and employee successes through our District Good News web page, MSTV, social media, and additional platforms including live streaming services

Metric 1: Produce an average of 10 Good News stories and 2 MSTV Good News feature videos each month during the school year

Metric 2: MSTV and the high school TV production programs will work together to live-steam an average of 6 events per month during the school year month.

Strategy 2: Continue to promote our District as a state leader in introducing innovative and imaginative academic opportunities for our students

Metric 1: Develop a District-wide directory of innovative academic, arts, and extracurricular programs by school

Metric 2: Highlight innovative programs each month on our Good News page, social media, and MSTV videos

Metric 3: Feature an innovative program monthly during School Board recognitions

Strategy 3: Work with our schools to help them communicate and promote innovative programs, features and characteristics that make them uniquely special

Metric 1: Develop School Advocacy Teams (SATs) at each school to focus on identifying and communicating programs, features, and Good News stories that make them attractive to prospective students and parents

Metric 2: Utilize updates to the District's websites to promote the positive strengths of each school

Metric 3: Reinstate the School Choice Showcase as a way for schools to meet and speak directly to students and parents from across Manatee County about their individual schools and the advantages of public education

Strategy 4: Provide parents and employees increased access to the Superintendent and District Leaders

Metric 1: Have the Superintendent and members of the Senior Cabinet individually visit a School Advisory Council or Faculty meeting six times per school year each to make a presentation and answer questions

Metric 2: Hold quarterly Town Hall meetings in different parts of the county with the Superintendent and District Leaders present

Strategy 5: Recognize and celebrate employees for reaching employment milestones, exemplary actions, and notable accomplishments

Metric 1: Work closely with Human Resources to devise positive, practical, and appropriate ways to honor employee milestones each month

Metric 2: Recognize examples of extraordinary employee successes at School Board meetings

Strategy 6: Continue to enhance and improve communications to all areas of Manatee County

Metric 1: Enhance working relationships with radio stations and other media outlets that connect with families and communities that can be difficult to reach

Metric 2: Continue to build strong relationships with all community members through activities like Resource Fairs, other programs, and events

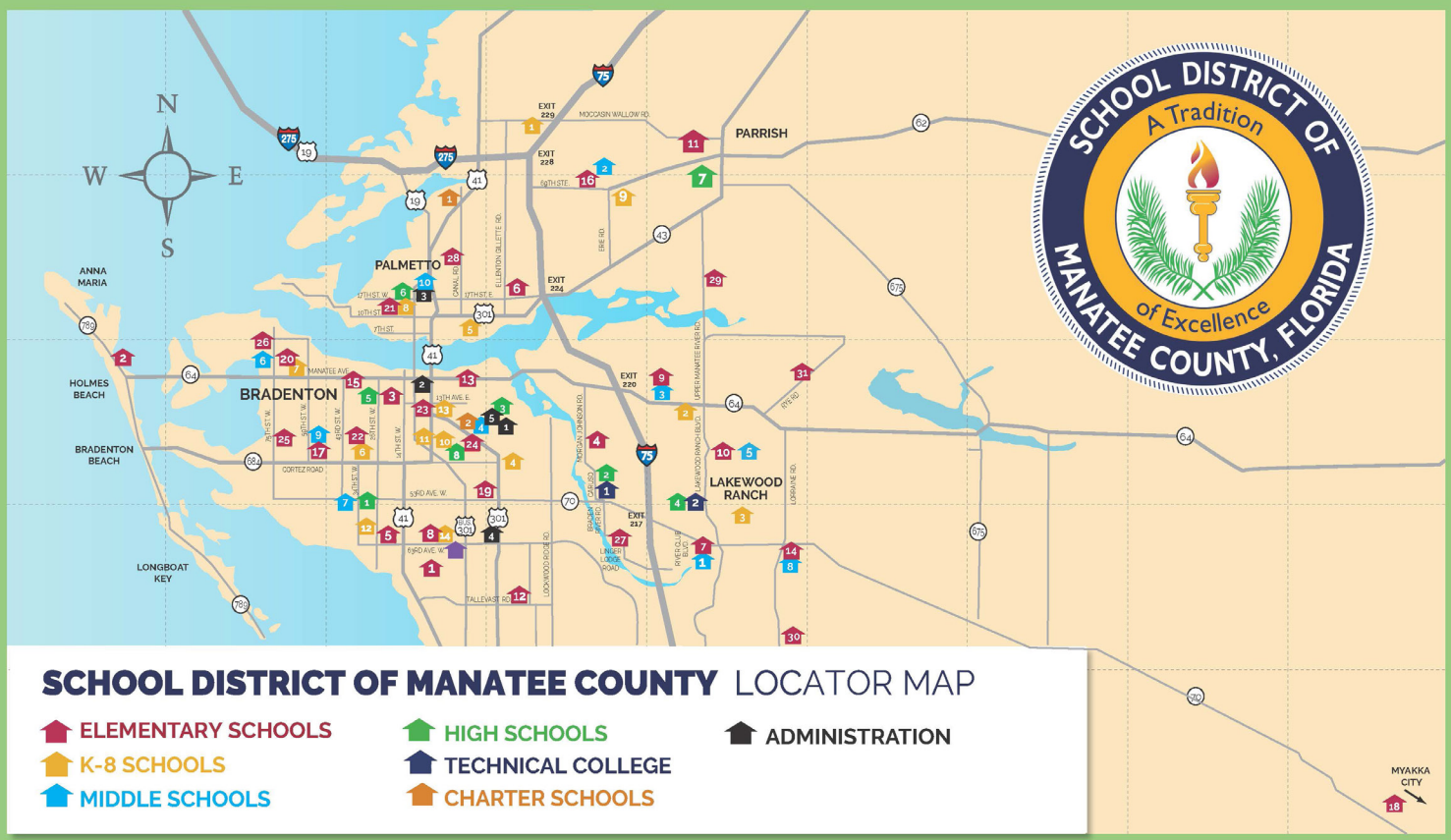
Strategy 7: Continue to increase and strengthen community partnerships

Metric 1: Continue to strengthen existing community partnerships and increase the number of new partnerships with private businesses, non-profits, and faith-based agencies

Metric 2: Increase and promote volunteer opportunities for the community through community and district initiatives



Learning Facials Specialty at Manatee Technical College



SCHOOL DISTRICT OF MANATEE COUNTY LOCATOR MAP

ELEMENTARY SCHOOLS

1 Florine J. ABEL ELEMENTARY C4
7100 Madonna Place, Sarasota, FL 34243
941/751-7040

2 ANNA MARIA ELEMENTARY A3
4700 Gulf Drive North, Holmes Beach, FL 34217
941/708-5525

3 Charles W. BALLARD ELEMENTARY* C3
912 18th Street West, Bradenton, FL 34205
941/708-8400

4 William H. BASHAW ELEMENTARY D3
3515 Morgan Johnson Road, Bradenton, FL 34208
941/741-3307

5 BAYSHORE ELEMENTARY C4
6120 26th Street West, Bradenton, FL 34207
941/751-7000

6 J. Hartley BLACKBURN ELEMENTARY* D2
3904 17th Street East, Palmetto, FL 34221
941/723-4800

7 BRADEN RIVER ELEMENTARY E4
6125 River Club Blvd., Bradenton, FL 34202
941/751-7012

8 Blanche H. DAUGHTREY PREPARATORY SCHOOL OF ARTS & SCIENCES C4
515 63rd Ave. East, Bradenton, FL 34203
941/751-7023

9 FREEDOM ELEMENTARY E3
9515 State Road 64 East, Bradenton, FL 34212
941/708-4990

10 B.D. GULLETT ELEMENTARY E3
12125 44th Avenue East, Bradenton, FL 34211
941/727-2067

11 Barbara A. HARVEY ELEMENTARY E1
8610 115th Avenue East, Parrish, FL 34219
941/803-9340

12 Marjorie G. KINNAN ELEMENTARY D4
3415 Tallevast Road, Sarasota, FL 34243
941/358-2888

13 MANATEE ELEMENTARY* C3
1609 6th Avenue East, Bradenton, FL 34208
941/741-3319

14 Gilbert W. MCNEAL ELEMENTARY E4
6325 Lorraine Road, Bradenton, FL 34202
941/751-8165

15 Jessie P. MILLER ELEMENTARY C3
601 43rd St. West, Bradenton, FL 34209
941/741-3300

16 Virgil MILLS ELEMENTARY D2
7200 69th Street East, Palmetto, FL 34221
941/721-2140

17 H.S. MOODY ELEMENTARY B3
5425 38th Avenue West, Bradenton, FL 34209
941/741-3170

18 MYAKKA City ELEMENTARY I5
37205 Manatee Avenue, Myakka City, FL 34251
941/708-5515

19 ONECO ELEMENTARY D3
5214 22nd Street Court East, Bradenton, FL 34203
941/751-7018

20 PALMA SOLA ELEMENTARY B3
6806 5th Avenue Northwest, Bradenton, FL 34209
941/741-3179

21 PALMETTO ELEMENTARY C2
1540 10th Street W., Palmetto, FL 34221
941/723-4822

22 Robert H. PRINE ELEMENTARY C3
3801 Southern Parkway, Bradenton, FL 34205
941/751-7006

23 G. D. ROGERS GARDEN – BULLOCK ELEMENTARY* C3
515 13th Ave. W., Bradenton, FL 34205
941/209-7540

24 SAMOSET ELEMENTARY C3
3300 19th Street East, Bradenton, FL 34208
941/708-6400

25 SEA BREEZE ELEMENTARY B3
3601 71st Street West, Bradenton, FL 34209
941/741-3190

26 Ida M. STEWART ELEMENTARY B3
7905 15th Avenue Northwest, Bradenton, FL 34209
941/741-3176

27 TARA ELEMENTARY D4
6950 Linger Lodge Rd., Bradenton, FL 34203
941/751-7660

28 James TILLMAN ELEMENTARY C2
1415 29th Street East, Palmetto, FL 34221
941/723-4833

29 Annie Lucy WILLIAMS ELEMENTARY E2
3404 Fort Hamer Road, Parrish, FL 34219
941/776-4040

30 Robert E. WILLIS ELEMENTARY E4
14705 The Masters Avenue, Bradenton, FL 34202
941/316-8245

31 Gene WITT ELEMENTARY E3
200 Rye Road East, Bradenton, FL 34212
941/741-3628

K-8 SCHOOLS

1 PALM VIEW K-8 ..... C2
6025 Bayshore Road, Palmetto, FL 34221
941/723-4812

2 Louise R. JOHNSON K-8 SCHOOL OF INTERNATIONAL STUDIES* C3
2121 26th Ave. E, Bradenton, FL 34208
941/741-3344

MIDDLE SCHOOLS

1 BRADEN RIVER MIDDLE E4
6215 River Club Blvd., Bradenton, FL 34202
941/751-7080

2 BUFFALO CREEK MIDDLE* D1
7320 69th Street East, Palmetto, FL 34221
941/721-2260

3 Carlos E. HAILE MIDDLE E3
9501 State Road 64 East, Bradenton, FL 34212
941/714-7240

4 HORIZONS ACADEMY C3
1910 27th Street East, Bradenton, FL 34208
941/714-7470

5 Dr. Mona JAIN MIDDLE E3
12205 44th Avenue East, Bradenton, FL 34211
941/727-4747

6 Martha B. KING MIDDLE B3
600 75th Street NW, Bradenton, FL 34209
941/798-6820

7 Electra Arcotte LEE MIDDLE C4
4000 53rd Avenue West, Bradenton, FL 34210
941/727-6500

8 R. Dan NOLAN MIDDLE F4
6615 Greenbrook Blvd., Bradenton, FL 34202
941/751-8200

9 W. D. SUGG MIDDLE B3
3801 59th Street West, Bradenton, FL 34209
941/741-3157

10 LINCOLN MEMORIAL MIDDLE C2
305 17th Street East, Palmetto, FL 34221
941/721-6840

HIGH SCHOOLS

1 BAYSHORE HIGH C4
5401 34th Street West, Bradenton, FL 34210
941/751-7004

2 BRADEN RIVER HIGH D3
6545 SR 70 East, Bradenton, FL 34203
941/751-8230

3 HORIZONS ACADEMY C4
1910 27th Street East, Bradenton, FL 34208
941/714-7470

4 LAKEWOOD RANCH HIGH E4
5500 Lakewood Ranch Blvd., Bradenton, FL 34211
941/727-6100

5 MANATEE HIGH C3
902 33rd Street Ct. W., Bradenton, FL 34205
941/714-7300

6 PALMETTO HIGH* C2
1200 17th Street West, Palmetto, FL 34221
941/723-4848

7 PARRISH COMMUNITY HIGH D2
7505 Fort Hamer Road, Palmetto, FL 34221
941/803-9330

8 SOUTHEAST HIGH* C3
1200 37th Avenue East, Bradenton, FL 34208
941/741-3366

TECHNICAL COLLEGE

1 MANATEE TECHNICAL COLLEGE – MAIN CAMPUS D3
6305 State Road 70 East, Bradenton, FL 34203
941/751-7900

2 MANATEE TECHNICAL COLLEGE – EAST CAMPUS E4
5520 Lakewood Ranch Blvd., Bradenton, FL 34211
941/752-8100

CHARTER SCHOOLS

1 IMAGINE CHARTER AT NORTH MANATEE D1
9275 49th Avenue East, Palmetto, FL 34221
941/981-5345

2 IMAGINE SCHOOL AT LAKEWOOD RANCH E3
10535 Portal Crossing, Bradenton, FL 34211
941/750-0900

3 LAKEWOOD RANCH PREPARATORY ACADEMY E4
5550 White Eagle Blvd., Bradenton, FL 34211
941/757-8766

4 MANATEE CHARTER SCHOOL D3
4550 30th Street East, Bradenton, FL 34203
941/465-4296

5 MANATEE SCHOOL FOR THE ARTS C2
700 Haben Blvd., Palmetto, FL 34221
941/721-6800

6 MANATEE SCHOOL OF ARTS AND SCIENCES C3
3700 32nd Street West, Bradenton, FL 34205
941/755-5012

7 OASIS MIDDLE B3
6417 3rd Avenue West, Bradenton, FL 34209
941/749-1979

8 PALMETTO CHARTER SCHOOL C2
1601 17th Street West, Palmetto, FL 34221
941/723-3711

9 PARRISH CHARTER ACADEMY D2
8605 Erie Road, Parrish, FL 34219
941/545-6380

10 ROWLETT ACADEMY FOR ARTS AND COMMUNICATION C3
3500 9th Street East, Bradenton, FL 34208
941/708-6100

11 ROWLETT MIDDLE ACADEMY C3
400 30th Ave. W., Bradenton, FL 34205
941/462-4001

12 STATE COLLEGE OF FLORIDA COLLEGIATE SCHOOL C4
5840 26th Street West, Bradenton, FL 34207
941/752-5494

13 TEAM SUCCESS C3
202 13th Avenue East, Bradenton, FL 34208
941/714-7260

14 VISIBLE MEN ACADEMY C4
921 63rd Avenue East, Bradenton, FL 34203
941/758-7588

OTHER

Sara Scott HARLLEE CAMPUS C4
6423 9th Street East, Bradenton, FL 34203
941/751-7027

ADMINISTRATION

1 Robert G. MATZKE SUPPORT CENTER D3
1 Matzke Way, Bradenton, FL 34208
941/708-8800

2 Walter E. MILLER SCHOOL SUPPORT CENTER /DISTRICT OFFICE C3
215 Manatee Avenue West, Bradenton, FL 34205
941/708-8770

3 OFFICE OF STUDENT ASSIGNMENT C2
1400 1st Avenue East, Palmetto, FL 34221
941/708-4971

4 PROFESSIONAL SUPPORT CENTER D4
2501 63rd Avenue East, Bradenton, FL 34203
941/751-6550

5 Frances WAKELAND SUPPORT CENTER D3
1812 27th St. E., Bradenton, FL 34208
941/739-5700

*Denotes Magnet School

AGENDA ITEM NO. 10.2

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval to Adopt the School District of Manatee County 2022-2026 Strategic Plan

Executive Summary
After successfully building a strong infrastructure and foundation over the last three years in the previous strategic plan, the School District of Manatee County now must focus on future growth and opportunities so that by 2026 it is **READY** to be at the top of all school districts in the State of Florida.

By specifically concentrating on early learning and literacy, our young students will be **READY TO LEARN** and better prepared to succeed in later grades as they articulate through school.

Then, as they reach middle and high school, our innovative and imaginative initiatives and acceleration programs will enable them to be **READY FOR LIFE** beyond graduation like college, career, or a specialized vocation.

And as the world rapidly changes around us, the School District must adapt to these extraordinary challenges by being **READY TO GROW** and face a very competitive and expanding employment market.

This new Strategic Plan will ensure that we are **READY** 2026.

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

Inclusive Culture & Engagement | Goal 2
Improve internal and external communications.

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

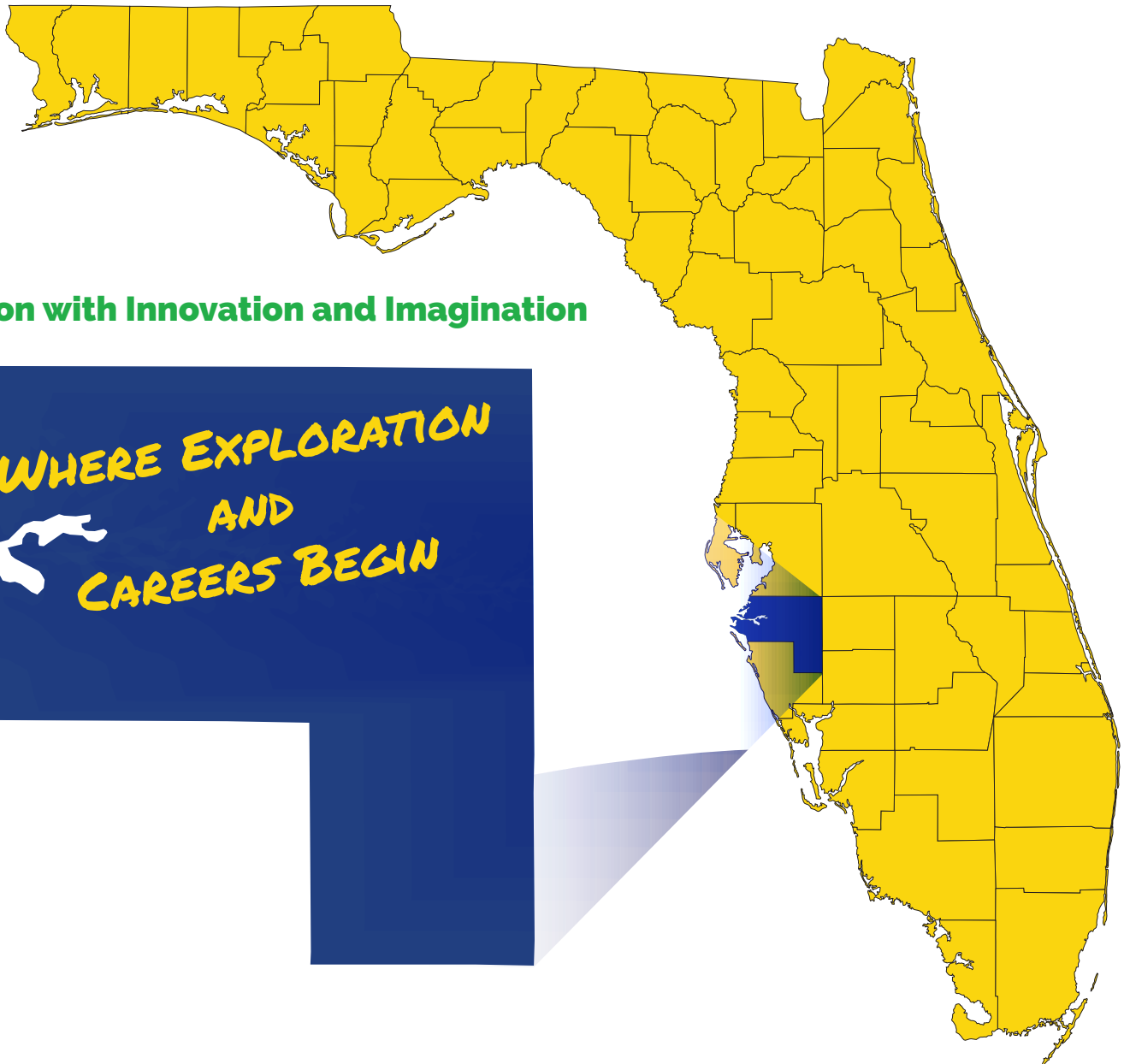
Recommendation
The Superintendent recommends approval to adopt the School District of Manatee County 2022-2026 Strategic Plan.

Financial Impact
There is no financial impact. The Strategic Plan will guide the Budget Process.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
SDMC Strategic Plan 2022-2026

READY 2026 Strategic Plan



Education with Innovation and Imagination

WHERE EXPLORATION AND CAREERS BEGIN

Mission, Vision, Core Values

READY 2026

Mission

The School District of Manatee County
will educate and develop
all students today
for their success tomorrow.

Vision

The School District of Manatee County
will be an exemplary student-focused school system
that develops lifelong learners
to be globally competitive.

Superintendent



Ready 2026 is our new Strategic Plan for school years 2022-2026 and is a culmination of a collaborative process developed with valuable input from employees, District administrators, parents, and community/business leaders.

Together with our mission, vision, and core values, we are empowering our students today for their success tomorrow.

Cynthia Saunders

- Cynthia Saunders, Superintendent

School Board



DISTRICT 1
Gina Messenger



DISTRICT 2
Charlie Kennedy



DISTRICT 3
Mary Foreman



DISTRICT 4
Chad Choate III



DISTRICT 5
Rev. James T. Golden



Building for Our Future

Our Core Values

WE BELIEVE IN academic excellence through innovation and teamwork.
WE BELIEVE IN professionalism, responsibility, and respect.
WE BELIEVE IN transparent communications at all levels.
WE BELIEVE IN quality schools strengthening our community.
WE BELIEVE IN our commitment and dedication to every student.

Fast Facts

READY 2026

50,000+
K-12 & Charter Students
51% Male
49% Female

White: 44%
Hispanic: 36%
Black: 13%
Multiracial: 5%
Asian: 2%

64 Schools
1 Technical College
14 Charter
7 High — 14 Contracted
11 Middle — 1 Alternative
32 Elementary

Upgraded
Ratings from Moody's, S&P and Fitch - Based on Financial Performance

Over 150 Years of Educational Excellence

More Career & Technical Programs at Manatee Technical College (MTC) Than Any Other Technical College in Florida.

Among the Highest Starting Salaries for Teachers in Florida

1 in 6 students is an English Language Learner

Student with a native language that is not English

Class of 2022
2801 Graduates from Seven High Schools

2,451 Technical College Students
46.66% Male
53.34% Female

Hispanic: 37.41%
White: 31.42%
Non-Resident: 15.17%
Black: 10.93%
Multiracial: 3.96%
Asian: .89%
Pacific: .12%
Native American: .10%

295,124 SUMMER MEALS

8.6 MILLION MEALS SERVED YEARLY
15,088 breakfasts daily
30,063 lunches daily
62.8% Free/ Reduced Lunch

LARGEST Employer in Manatee County

6,000+ EMPLOYEES

99 Languages Spoken by Students throughout the School District

All data from School Year 2021-2022

Portrait of a Graduate
Ready for Success

READY 2026

Academic Preparation

Education and Innovative Initiatives

Career and Technical Education

Extracurricular Activities

Community and Business Partnerships

Academic Preparation

Academic rigor will prepare a Manatee County graduate to become a productive global citizen with important life skills like problem solving, creativity, critical thinking, leadership, initiative, and self-direction.

Education and Innovative Initiatives

Manatee County leads the State of Florida with innovative and imaginative educational initiatives, like the first ever Woz-Ed School, the Guy Harvey Academy of Arts and Science, EarlyBird Literacy Screener, and multiple Community Partnership Schools.

Career and Technical Education

Through our programs, we link the world of education with the world of work. Our teachers and staff provide leadership, support, and resources to prepare students with the necessary technical skills, student leadership, career focus, and academic excellence needed to succeed in both careers and post-secondary education.

Our students, teachers, and staff have gained a local, regional, national, and international reputation as one of the best career and technical education programs in the state.

Extracurricular Activities

Extracurricular activities include sports, student government, community service, employment, arts, hobbies, and educational clubs. Participating in extracurricular activities widens a student's social circle, expands their interests, and builds leadership skills all leading to positive long-term outcomes for a graduate.

Community and Business Partnerships

Community partnerships extend students' opportunities for learning far beyond the school walls and the limits of the school day by creating connections between the school, local businesses, organizations, caregivers and families, and all education stakeholders. These partnerships also help to integrate other important components of students' lives into their learning.

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Strategic Plan Progress
Strategic Plan Tracking for each goal, strategy and metric will be updated regularly at https://www.ManateeSchools.net/strategicplanning

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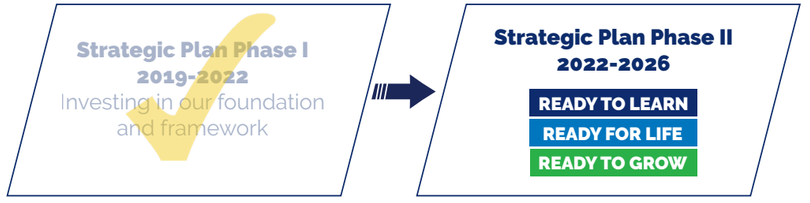

About This Plan

After successfully building a strong infrastructure and foundation over the last three years through the previous strategic plan, the School District of Manatee County now must focus on future growth and opportunities, so that by 2026 it is **READY** to be at the top of all school Districts in the State of Florida.

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As the world rapidly changes around us, the school District must adapt to these extraordinary challenges by being **READY TO GROW** and face a very competitive and expanding employment market.

This new Strategic Plan will ensure that we are READY 2026

1. Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Department of Curriculum and Instructional Services

Strategy 1: Provide professional learning to teachers and paraprofessionals in classroom instructional strategies and resources designed to improve phonological awareness, reading comprehension and phonics skills, fluency, vocabulary

Metric 1: Demonstrate 100 percent fidelity of use of instructional high-quality resources strategies and resources as evidenced by classroom visits

Metric 2: Increase the percentage of students demonstrating growth per state progress monitoring assessments increased by at least two percentage points per school year

Metric 3: Decrease by 2 percent annually the number of students demonstrating a need for Tier2/Tier 3 support per Multi-Tiered Systems of Support (MTSS) interventions as evidenced in Focus through the MTSS platform

Metric 4: Monitor students who received support to ensure student and program success and viability

Metric 5: Increase professional learning for all teachers and paraprofessionals in literacy best practices including Exceptional Student Education (ESE) teachers and staff

Metric 6: Increase the percentage of ESE students showing grade-level proficiency as (Kindergarten - 10th grade) as evidenced by at least two percentage points per school year



Willis Elementary students plant an EarthBox during Farm-to-School Week

2. Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Department of Curriculum and Instructional Services

Strategy 1: Successfully implement a screening tool to identify students in need of further evaluation and evidence-based interventions in District schools

Metric 1: Increase the number of interventions students with dyslexia-like characteristics are receiving after screening as a result of needs identified through the screening.

Metric 2: Increase the percentage of students closing achievement gaps per state progress monitoring assessment as evidenced by two percentage points per school year



Nolan Middle School students read in their Media Center

3. Increase Elementary School enrollments in accelerated courses and identification of gifted and talented students

Department of Curriculum and Instructional Services

Strategy 1: Design an elementary scheduling model to increase the number of students accessing advanced literacy and math content

Metric 1: Increase the percentage of students in grades 3-5 enrolled in accelerated course content

Metric 2: Increase the percentage of students enrolled in gifted and in accelerated courses who show proficiency /mastery on state standardized assessments

Strategy 2: Expand District testing for gifted to include additional measures, methods, and grade levels to increase the number of students screened and identified, especially in Federal Index Subgroups

Metric 1: Increase the number of additional screener(s) identified and update the evaluation procedures currently in place with increased opportunities for screening

Metric 2: Increase the number and percentage identified as gifted and number and percentage identified as talented

Strategy 3: Enhance District resources for accelerated and gifted students and their families, including enrichment activities, academic competitions, and at-home supports, especially in Federal Index Subgroups

Metric 1: Develop more District resource sites and create opportunities for more accessibility for all students and families

Metric 2: Increase the number and variety of District field trips and related enrichment activities

Metric 3: Increase the amount of student-parent workshops and resource fairs designed to help families navigate the transition to middle school, high school and post-secondary options

Strategic Plan Progress
Strategic Plan Tracking for each goal, strategy and metric will be updated regularly at https://www.ManateeSchools.net/strategicplanning

4. Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Department of Curriculum and Instructional Services

Strategy 1: Enhance the District's new educator onboarding program to include pairing new teachers with veteran teachers and offering professional development that includes evidence-based literacy strategies

Metric 1: Increase the percentage of new teachers who report satisfactory feedback regarding first-year onboarding and professional development

Metric 2: Increase the percentage of new teachers hired who are retained after year one and year three

Metric 3: Increase the percentage of new teachers with progress toward obtaining a reading endorsement or reading certification

Strategy 2: Ensure that a District coaching academy is in place, includes professional learning around best practices in literacy, and supports coaches with earning the new state Coaching Endorsement

Metric 1: Increase the number and percentage of District schools supported by an on-site instructional coach

Metric 2: Increase the percentage of District classrooms with evidence of effective literacy instruction (per classroom visits)

Metric 3: Increase the number and percentage of coaches completing the state coaching endorsement program or another recognized coaching endorsement program



Rogers Garden-Bullock Elementary School Volunteer Appreciation Day

5. Continue to partner with community-based agencies to ensure expanded Pre-Kindergarten learning opportunities and alignments

Department of Curriculum and Instructional Services

Strategy 1: Expand availability of year-round literacy support and reading materials, aligned with early learning curriculum and at Campaign for Grade-Level Reading community partner sites/ locations

Metric 1: Measure the increases through the community partner's end-of-year survey results

Strategy 2: Develop both face-to-face and virtual literacy programs, aligned with Pre-Kindergarten standards, for early learning parents with Campaign for Grade-Level Reading community partners

Metric 1: Develop and expand multilingual training with community partners

Metric 2: Increase the number of families taking part in virtual and in-person events

Strategy 3: Develop volunteer training for community-based volunteers that aligns opportunities

Metric 1: Develop with community-based agencies a best practice literacy-based in-person or virtual training and increase participation annually

Strategy 4: Integrate early learning concepts and hands-on activities across subjects to increase family engagement and exposure to literacy

Metric 1: Percentage of community-based partners that show an increase in serving unduplicated clients

Metric 2: Increase the percentage of families who report that Soar in 4 is engaging, relevant, and impactful



Dive Into Reading program

6. Expand the availability of relevant literacy training and reading materials for first-time parents and families

Department of Curriculum and Instructional Services

Strategy 1: Work with community partners to ensure that first-time parents and families have access to books and related child development materials to support at-home learning before entering kindergarten

Metric 1: Increase the number and percentage of families with children ages 0 to 3 who have sufficient resources at home

Metric 2: Increase the number and percentage of families with children ages 0 to 3 attending District and community resource events

Metric 3: Increase the percentage of kindergarten students meeting state kindergarten readiness rates for literacy

Strategy 2: Develop both face-to-face and virtual literacy training for new parents and families specific to oral language development

Metric 1: Develop training that is easy to locate, parent-friendly, and multilingual

Metric 2: Increase the number and percentage of new parents and families taking part in literacy training and events

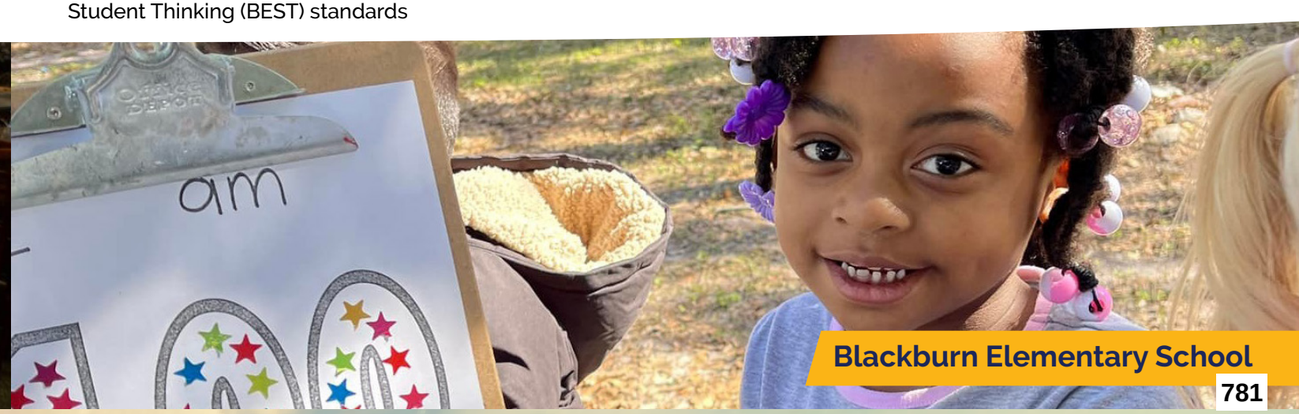
Metric 3: Increase the percentage of kindergarten students meeting state kindergarten readiness rates for literacy

Strategy 3: Design an information campaign for new families to support their understanding of what our public schools offer and what is expected of children entering kindergarten

Metric 1: Increase the number and percentage of eligible families who enroll their students in District kindergarten seats

Metric 2: Link District and state Read-at-Home plans on District and school websites for easy accessibility and communication with families at family nights and parent conference

Metric 3: Develop a recorded family-friendly webinar to introduce families to kindergarten Benchmarks for Excellent Student Thinking (BEST) standards



Blackburn Elementary School

1. Improve easy access to quality family resources that support student learning

Department of Curriculum and Instructional Services

Strategy 1: Create parent-friendly curriculum documents containing grade-level expectations that outline what students are learning and must master as they transition across grades

Metric 1: Ensure that curriculum resources are available annually and easily accessible for students and families in multiple languages

Metric 2: Develop a search engine provided for students and families to locate materials efficiently to support learning, along with support for closing students learning gaps

Metric 3: Increase the number and percentage of unique log-ins to the District resource website by school, grade, and student subgroups

Strategy 2: Host quarterly resource workshops by level (Elementary, Middle, High) to support families across the District

Metric 1: Increase the number of workshops scheduled and available as designed and inclusive of Exceptional Student Education (ESE), English Language Learner (ELL) families

Metric 2: Ensure annually that family-friendly training materials are available specific to increasing the use of FOCUS "parent portal" software

Metric 3: Increase the number and percentage of families with FOCUS "parent portal" accounts and percentage logging in weekly, monthly

Strategy 3: Develop a school-based family outreach model designed to inform parents about student progress and promote family involvement

Metric 1: Develop a District District evidence-based family engagement model with feedback from relevant stakeholders

Metric 2: Train a school family engagement designee in the family outreach model for both in-person and virtual modes

Metric 3: Increase the number and frequency of parent surveys per year

Metric 4: Increase the number of parents engaged in Student Advisory Councils (SAC)/ Parent Teacher Organizations (PTO) per school year

Metric 5: Increase the number of and frequency of volunteer participation District-wide per school year

Strategy 4: Ensure that school counselors, social workers, and Graduation Enhancement Technicians (GETs) create family intervention plans for those students with excessive absences (more than 10 percent days absent)

Metric 1: Decrease the number and percentage of schools that have students with 10 percent or more days absent

Metric 2: Increase the number of students with family intervention plans

Strategy 5: Continue to host community events for families that provide access to needed resources

Metric 1: Increase the number of community resource events/fairs such as Soar In 4 and Community, Hispanic Fairs, etc.

Metric 2: Increase the number of families assisted by providing access to physical and mental health screenings

Department of Technology

Strategy 1: Implement enterprise notification service offerings for teachers and school/District leadership to continually improve communications

Metric 1: Expand the use of enhanced text messaging features to all schools

Metric 2: Transition the manateeschools.net website to a robust, innovative, and intuitive design

Strategy 2: Expand parent engagement through MySDMC SSO (Single Service Sign-on)

Metric 1: Implement Choice for Voluntary Pre-Kindergarten (VPK) or Exceptional Student Education Pre-Kindergarten (EPK) by December 2022 through FOCUS Student Information System (Parent Portal)

Metric 2: Develop progress monitoring for VPK-EPK through FOCUS and Gradebook



Johnson K-8 Students

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

Department of Curriculum and Instructional Services

Strategy 1: Develop and execute professional learning for teachers and staff specific to increasing student engagement and trauma-informed instruction (responding to trauma) as evident by Florida Statute

Metric 1: Develop and execute annually professional learning in classroom management, student engagement

Metric 2: Develop and execute professional learning in trauma-informed instruction (responding to trauma)

Metric 3: Develop a model classroom(s) at each school to showcase best practices in instruction

Metric 4: Increase the percentage of teachers and staff trained in classroom management (engagement), trauma-informed instruction, and youth mental health (state professional learning)

Strategy 2: Design District response teams to support the unique needs of each school and community in order to provide safe and positive school climates as evident by Florida Statute

Metric 1: Ensure Student Services and Exceptional Student Education (ESE) supports (school-based and District-based) are fully staffed to meet each school's needs

Metric 2: Formulate District response teams to include alignment of social workers, psychologists, behavior, and ESE supports by community feeder pattern

Metric 3: Biannually assess whether needs are being addressed in terms of student behavior and mental health, especially for students identified as MTSS Tier II and III

Metric 4: Continue and enhance the use of the Handle with Care program.



Samoset Elementary School Cafeteria Staff

3. Provide unique and highly personalized support for English Language Learners

Department of Curriculum and Instructional Services

Strategy 1: Expand Dual Language (DL) Programs in our existing elementary schools and create a plan to move into secondary schools to help close the achievement gap between English Learners and non-English Learners

Metric 1: Increase the number of schools with dual language programs

Metric 2: Develop and execute a finalized plan to create a dual language program in middle schools

Metric 3: Assess annually the data of dual language programs to ensure increased student achievement

Strategy 2: Develop a newcomer program that assists recently arrived students with a 10–12 week program within the school day to help English Language Learners acclimate to school in the United States

Metric 1: Assess the data annually to ensure increased student achievement

Strategy 3: Grow the English Language Development classes in secondary schools to assist English learners to be successful with academic content in middle and high school

Metric 1: Assess the data annually to ensure increased student achievement

Strategy 4: Continue to provide students with digital devices through the TECH4STUDENTS program – technology beyond the classroom initiative

Metric 1: Increase annually the number of digital devices through the TECH4STUDENTS program



Bayshore High School Graduation Class



Southeast High School Graduation 2022

4. Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Department of Curriculum and Instructional Services

Strategy 1: Integrate civics literacy and community involvement into core subjects to increase student access to civics content and the principles of citizenship for all students

Metric 1: Develop District curriculum maps/resources that reflect the integration of civics literacy across subject areas that support student learning across all Federal Index Subgroups

Metric 2: Increase the percent of students completing community service hours across grade levels as evidenced by Bright Futures qualifications met by Federal Index Subgroups

Metric 3: Increase the percentage of students passing state civics assessments at End-of-Course (EOC) and the percentage scoring satisfactorily on the Florida Civic Literacy Assessment (FCLE)

Metric 4: Integrate critical thinking and current events into extracurricular activities

Strategy 2: Integrate art concepts and hands-on projects and performances across subjects and grade levels to increase student engagement and exposure to the arts

Metric 1: Develop District curriculum maps/resources that reflect the integration of arts across subject areas and grade levels

Metric 2: Increase the percentage of classrooms showing evidence during classroom visits of presentations and hands-on projects

Metric 3: Increase the percentage of students who report on climate surveys that school is engaging, relevant, and interesting

Strategy 3: Develop an engaging high school financial literacy course and infuse financial literacy content into math courses across grade levels

Metric 1: Ensure annually math curriculum maps/resources reflect financial literacy concepts across all grades and student interests

Metric 2: Increase the percentage of high school students by subgroup completing a financial literacy course before graduation

Strategic Plan Progress
Strategic Plan Tracking for each goal, strategy and metric will be updated regularly at https://www.ManateeSchools.net/strategicplanning

5. Expand visual and performing arts programs across all schools

Department of Curriculum and Instruction Services

Strategy 1: Build District inventory and create systems for refreshing/replacing equipment that ensures quality materials, instruments, and related arts resources are available equitably across all schools

Metric 1: Ensure District refresh/replace, and arts millage budget(s) are available and based on each school's enrollment, course enrollment, and unique needs

Metric 2: Verify District and school inventory systems are in place via a common tracking method for accountability and resource planning

Metric 3: Increase the percentage of students enrolled in visual and performing arts programs across all schools as measured by course offerings, student schedules

Strategy 2: Develop District level supports for all schools and teachers

Metric 1: Equip a visual and performing arts curriculum and instruction team to enhance curriculum maps, professional development, and instructional strategies to build diverse and robust programs.

Metric 2: Provide and increase professional development for all visual and performing arts teachers to bring relevance and sustainability to all art programs

Metric 3: Upgrade visual and performing arts classrooms and performance areas at all schools

Strategy 3: Increase visual and performing arts course offerings across all schools that are unique to each school's student needs and interests

Metric 1: Ensure a wide variety of visual and performing arts courses are offered for students at secondary schools to register for each year based on student interests

Metric 2: Increase the percentage of students enrolled in visual and performing arts programs across all schools each year

Strategy 4: Develop arts magnet programs in one District elementary, middle and high school

Metric 1: Build a sustainable magnet program to allow student growth from elementary to middle to high school

Metric 2: Conduct a needs assessment at designated magnet schools (Manatee Elementary, Lee Middle, Bayshore High) to determine future capital project improvements

Metric 3: Assess annually the student interest at each school to determine course offerings and visual and performing arts program expansion

Metric 4: Develop model arts classrooms to encourage increased student enrollment in arts programs and diversify program options

Metric 5: Increase the annual percentage of students utilizing school choice to enroll at each arts magnet school



Parrish Community High School Theatre Class

6. Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Department of Technology

Strategy 1: Enhance the productivity and educational experiences of all students and staff by implementing innovative and cost-efficient technology solutions

Metric 1: Digitize all active student and active employee records by 2023

Metric 2: Create innovative learning centers in all school media centers by 2025

Metric 3: Upgrade audio and video display technology in all cafeterias by 2025

Metric 4: Upgrade FIBER Infrastructure across all schools by 2025

Metric 5: Digitize all inactive student and inactive employee records by 2026

Strategy 2: Maintain a technology refresh plan that provides equitable, sustainable, and relevant technology resources to all students and staff

Metric 1: Maintain and support a District staff and student device refresh plan annually

Metric 2: Upgrade all school network infrastructure ERATE category 2 eligible equipment by 2026.

Metric 3: Refresh approximately 300 multifunction devices and 1,200 desktop printers in schools and support sites with solutions that feature sustainable costs and capacity needed to support instruction and operations

Metric 4: Upgrade audio/video technology in high school auditoriums and athletic fields by 2026

Metric 5: Upgrade Printing Services with cost-efficient production equipment that produces quality printed material for classroom use and parent communications by 2024.

Strategy 3: Provide a safe, secure, and seamless connectivity experience to all users supporting the educational goals of all schools

Metric 1: Implement and maintain 1:1 cloud-ready management wireless access points in all instructional classrooms and common areas

Metric 2: Evaluate on-premise enterprise applications and critical core systems (Enterprise Resource Program [ERP]) for cloud readiness annually

Metric 3: Evaluate and implement cabling infrastructure retrofit projects at select schools to increase bandwidth and improve the user experience by 2026.

7. Implement additional research-based initiatives that support first-generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms

Department of Curriculum and Instructional Services

Strategy 1: Expand District implementation of Advancement Via Individual Determination (AVID) elective across all District middle and high schools in order to scaffold and support educators and students to encourage college and career readiness across all Federal Index Subgroups

Metric 1: Increase the offerings of the AVID elective to empower schools to create changes that are sustainable and measurable

Metric 2: Build tools to help educators implement and refine instructional practices at each school to meet student interest

Metric 3: Increase the number of AVID schools in elementary and secondary from 10 to 15 and increase the number of instructional staff trained in AVID strategies.

Strategy 2: Provide college readiness testing opportunities and highly effective learning opportunities to close the gap on students demonstrating college and career readiness

Metric 1: Utilize the PSAT in 8th grade to support student learning by analyzing data and building in support for all learners prior to entering high school

Metric 2: Increase the number of students scoring college ready per the ACT/SAT by subgroup

Metric 3: Build additional after-school and summer bridge programs designed to close gaps in learning for students based on PSAT/SAT and ACT data.

Strategy 3: Develop career-planning tools for students and families that support college-and-career pathways

Metric 1: Conduct a needs assessment and research review conducted to determine District needs and products available to meet these needs

Metric 2: Increase the number and percentage of parents and students logging into the new system

Metric 3: Increase the number and percentage of students enrolling in college or career pathways per review of high school schedules

Metric 4: Increase the number of students in each subgroup demonstrating proficiency in literacy skills by equipping teachers with professional development in reading instruction and support

8. Expand acceleration opportunities for all middle and high school students

Department of Curriculum and Instructional Services

Strategy 1: Increase literacy proficiency in secondary schools for all students

Metric 1: Increase the percentage of English Language Arts proficiency across all Federal Index Subgroups closing achievement gaps in under-performing student groups

Metric 2: Increase professional learning to administrators, teachers, and paraprofessionals specific to phonological awareness, phonics, fluency, vocabulary, and comprehension

Strategy 2: Increase enrollment across all subgroups in Dual Enrollment (DE), Advanced Placement (AP), AICE Cambridge (AICE), and International Baccalaureate(IB) to provide robust and challenging programs and diploma options for all learners

Metric 1: Increase the variety of accelerated coursework options for students to meet students' varying needs and interests.

Metric 2: Increase the percentage of students in all Federal Index Subgroups enrolled in accelerated coursework both on and off campus.

Metric 3: Increase the percentage of teachers trained and credentialed (example: Master's Degree) to teach DE, AP, AICE, or IB courses

Metric 4: Increase the percentage of students in middle schools and high schools taking at least one accelerated course by two percentage points each year

Strategy 3: Design and market District choice and magnet offerings available and unique to each middle school and high school

Metric 1: Increase the amount of high-quality, accelerated choice options available at each middle school and high school

Metric 2: Increase the number of visits to school websites and attendance at District choice fairs



Southeast High School Graduation

9. Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Department of Adult, Career, and Technical Education (CTE)

Career and Technical Education (K-12)

Goal 1: To provide quality career and technical education programs at all instructional levels that will prepare students for a diverse technical landscape that supports the local workforce needs of our community

Strategy 1: Increase the number of students earning Industry Certification (IC)

Metric 1: Increase the number of IC offered in each high school program

Metric 2: Increase the number of IC tests offered with the status of pass/fail

Metric 3: Increase the number of students passing ICs

Strategy 2: Increase the number Work-Based Learning Opportunities

Metric 1: Increase the offering of On-The-Job training (OJT) courses

Metric 2: Develop Summer internships and document the quantity of student participation

Metric 3: Survey teachers on the quantity of job shadowing experiences by program

Metric 4: Develop opportunities with pre-apprenticeship alignment for future development

Metric 5: Increase student participation in Career and Technical Student Organization Competitions

Strategy 3: Increase exposure to postsecondary options

Metric 1: Annually track the number of CTE students who visited Technical Colleges for tours or events

Metric 2: Annually track the number of CTE students who visited State Colleges for tours or events

Metric 3: Annually track the number of CTE students who visited Universities for tours or events

Metric 4: Annually increase the amount of postsecondary informational events at our secondary schools

Goal 2: To use secondary career and technical education programs to deliver quality instruction to enhance employability skills and provide exposure to local employment opportunities

Strategy 1: Increase the amount of business and community partnerships

Metric 1: Increase the number of high school program advisory committee meetings annually to ensure business and community input and participation

Metric 2: Increase the number of guest speaking opportunities from business and industry partners in each program annually to ensure exposure to business and community leaders

Metric 3: Increase the number of career-centered field trips offered at the elementary, middle, and high school levels annually to ensure exposure to business and community opportunities

Strategy 2: Increase the amount of Workplace Skills curriculum throughout the District

Metric 1: Increase the amount of industry-standard behaviors taught in each program collected annually

Metric 2: Increase the amount of industry-standard ethics taught in each program collected annually

Metric 3: Increase the amount of industry-standard expectations taught in each program collected annually

Metric 4: Increase the number of March to Success and/or Armed Services Vocational Aptitude Battery (ASVAB) tests administered annually

Manatee Technical College (MTC)

Goal 1: Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy

Goal Description [Educational Programs]: All Manatee Technical College programs will be competitively filled based on factors recognized as predictors of success for the specific program All MTC programs will have full enrollment based on the availability of space and equipment All programs will have a completion rate of 80 percent or higher. All programs will have a licensure pass rate of 90 percent or higher or a student industry-certification rate of 90 percent or higher. All programs will have a placement rate of 90 percent or higher.

Strategy 1: Use program evaluations completed by current students for program improvement to increase student retention

Metric 1: Increase enrollment in each program

Metric 2: Increase the completion rate annually of each program

Strategy 2: Use national program certifications for program improvement

Metric 1: Increase the number of industry certifications earned and/or licensure pass rate of each program annually

Strategy 3: Strengthen the school's placement and follow-up program

Metric 1: Increase the placement rate of each program annually

Strategy 4: Conduct a comprehensive local needs assessment to ensure programs are adequate in size, scope, and quality and aligned with local labor market needs

Metric 1: Conduct an assessment every two years

Strategy 5: Increase hybrid and distance learning programs to meet the needs of our students and community

Metric 1: Increase the percentage and number of hybrid and distance learning programs offered each year

Goal 2: Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry

Goal Description [Physical Resources]: Manatee Technical College will continually improve its state-of-the-art equipment and facilities

Goal Description [Human Resources]: In the year 2025, Manatee Technical College will be fully staffed to provide the services, programs, and leadership for the college

Strategy 1: Monitor regional demand list for local job needs

Metric 1: Compare regional demand list to programs offered/requested by business and industry

Strategy 2: Provide professional development to staff to meet industry needs.

Metric 1: Increase the variety of professional development to staff aligned with business and industry needs

Strategy 3: Build a quality Airplane Maintenance Technician School facility at Sarasota-Bradenton International Airport.



Technology Student Association (TSA)



SkillsUSA



Braden River High School



Art Center Manatee



First Graduating Class
at Parrish Community High School



Celebrating the 100th anniversary
of Ballard Elementary School



Harvey Elementary School Musical Theatre



Outdoor fun at Myakka City Elementary School

1. Develop a competitive employee salary schedule that will attract the best talent and continue to provide quality customer service to our staff and parents

Department of Operations

Strategy 1: Continue to analyze and adjust salary schedules to remain competitive relative to current workforce standards and benefits

Metric 1: Monitor surrounding districts and local similar employers to ensure our salary is competitive to the current market

Metric 2: Increase the offer/acceptance rate by site/position

Strategy 2: Provide focused and cost-effective recruitment, selection, and hiring sources

Metric 1: Improve the number of qualified candidates per hire ratio by implementing a screening process for a good fit

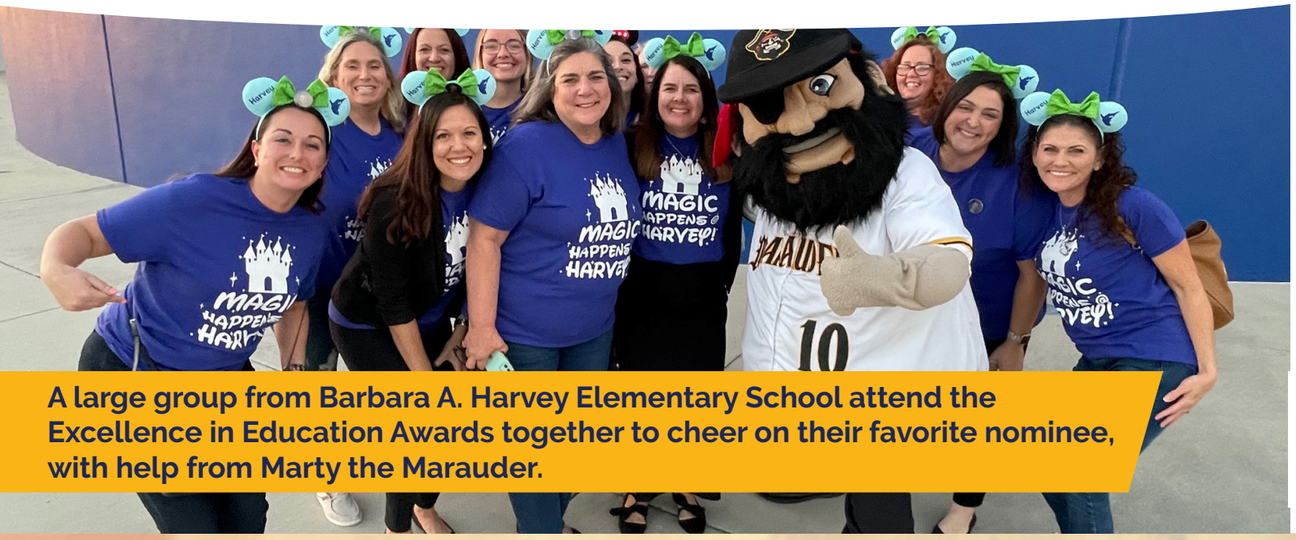
Metric 2: Develop an applicant tracking system to trace the source of hire and to identify cost-effective recruiting channels

Metric 3: Increase efficiency in the time to fill positions by division, department, and hiring manager

Strategy 3: Continue to provide quality customer service to our staff and parents

Metric 1: Increase the number of surveys deployed during a school year to staff and parents

Metric 2: Increase opportunities with community, higher education, and business partners to enhance and expand the incentives for current and future employees



A large group from Barbara A. Harvey Elementary School attend the Excellence in Education Awards together to cheer on their favorite nominee, with help from Marty the Marauder.

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

Department of Operations

Strategy 1: Retain and recruit talented staff to provide instructional, operational, and support services of the highest caliber

Metric 1: Determine the best methods to retain existing staff and recognize them for performance

Metric 2: Ensure that appropriate staff safety and accountability professional learning is completed per school year

Metric 3: Continually evaluate staff coverages to ensure the adequacy of allocations

Strategy 2: Deliver meaningful, relevant, and engaging new hire onboarding and professional learning

Metric 1: Decrease the amount of time and steps from candidate acceptance to their start date by streamlining the process

Metric 2: Provide onboarding and job-specific induction for professional learning and track evaluation of professional learning

Strategy 3: Enhance methods to seek input from teachers and staff

Metric 1: Increase the number of surveys deployed during a school year to staff and teachers

Metric 2: Develop a process to obtain the reasons why an employee leaves the District and analyze the results

Strategy 4: Utilize efficient and timely teacher certification processes and procedures

Metric 1: Increase the number of teacher certification appointments held per month.

Metric 2: Increase the number of teacher certifications processed per month.

Metric 3: Increase the number of temporary certifications issued per month.

Metric 4: Increase the number of certification renewals processed per month.

Metric 5: Increase the number of Add Endorsements processed, number of Subject Add applications processed, number of District certifications (MTC) issued, Number of Adjunct Certifications issued per quarter

Strategy 5: Build and maintain a new employee health and wellness center for employee healthcare needs

Metric 1: Assess the quality of care provided as measured by staff surveys annually

3. Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Department of Operations

Strategy 1: Develop and retain a customer service focused and highly qualified operational team

Metric 1: Increase operational staff completion of industry certifications annually

Metric 2: Operational staff complete 100 percent of professional development portfolio professional learning aligned with core job responsibilities, leadership course, and succession planning

Metric 3: Provide teachers with a sustainable professional development plan for the use of interactive display panels across all schools

Metric 4: Provide an on-demand Information Technology Video Learning Library

Strategy 2: Develop high-quality PeopleSoft professional learning courses to improve efficiency

Metric 1: Maintain and enhance professional learning tools to include job aids, videos, and quick guides

Metric 2: Establish PeopleSoft learning paths for specific job functionalities and ensure staff is trained annually

Strategy 3: Enhance our New Leaders Program

Metric 1: Customize leadership pathways aligned to career ladders

Metric 2: Evaluate organizational system by department to identify core competencies and skills for succession plan professional learning

Metric 3: Increase the amount of job shadowing opportunities and professional learning

Strategic Plan Progress
Strategic Plan Tracking for each goal, strategy and metric will be updated regularly at https://www.ManateeSchools.net/strategicplanning

4. Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Department of Operations

Strategy 1: Focus on critical factors leading to efficient use of financial resources that highlight the importance of public stewardship

Metric 1: Enhance procedures for oversight of contracts at all levels of capital expenditures

Strategy 2: Undertake strategies and actions to support effective energy planning

Metric 1: Reduce overall energy/utility consumption and expenditures to promote and protect the environment while enhancing operational efficiencies



The admin team from Palmetto High School, led by Principal Monica DeLesline, agrees to being slimed, after students raise $650 for United Way Suncoast in just three days.

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

Department of Operations

Strategy 1: Establish consistent operational procedures and practices focusing on the retention of asset value and program adequacy to support school innovation and student achievement

Metric 1: Analyze facility adequacy each school year

Metric 2: Ensure appropriate technologies are in place to enhance safety through all operations

Metric 3: Develop an appropriate school bus replacement cycle and implement a comprehensive white fleet lease program

Strategy 2: Enhance communications with School and District based stakeholders regarding the implementation and status of critical responsibilities.

Metric 1: Enhance the usage of Smart Sheets to allow for reliable project communication.

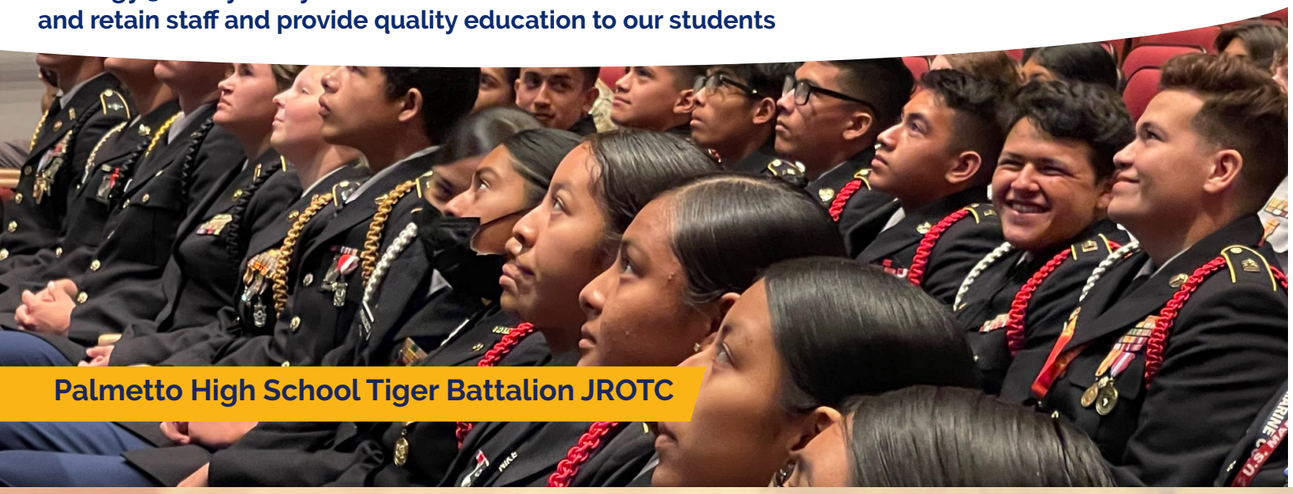
Metric 2: Continue development of reporting methodologies to enhance details provided to school, District, and community based stakeholders.

Metric 3: Develop opportunities to celebrate department successes.

Metric 4: Provide exceptional Food Service offerings to students.

Metric 5: Enhance on-time performance for Transportation Services and increase communications with parents.

Strategy 3: Every four years the School Board will renew the 1-Mil referendum to continue to recruit and retain staff and provide quality education to our students



Palmetto High School Tiger Battalion JROTC

6. Maintain our robust security readiness and safety system across the District

Department of Curriculum and Instructional Services

Strategy 1: Develop classroom management professional learning for all teachers and staff and ensure that behavior plans are evident across schools

Metric 1: Increase the number and percentage of teachers and staff trained in SPARK (CHAMPs) professional learning

Metric 2: Increase the number and percentage of classrooms with classroom management plans in place that are evident and observable

Metric 3: Decrease the number and percentage of students receiving referrals / Out of School Suspension (OSS) by quarter / compared to previous years

Strategy 2: Ensure that data management and student information systems are in place to log Multi-Tier Systems of Support (MTSS) plans in response to student misbehavior and interventions

Metric 1: Ensure a new MTSS data system is developed and teachers and staff receive professional learning to use the system

Metric 2: Decrease the number and percentage of students with an MTSS intervention plan for behavior

Metric 3: Decrease the number and percentage of students with repeated referrals and-or OSS (more than 1)

Department of Safety and Security

Strategy 1: Maintain Alyssa's Alert Centegix Crisis Alert System and ensure all schools, departments, and staff maintain 100 percent compliance

Metric 1: Ensure all employees wear a Centegix Crisis Alert System badge and are trained annually by October 1st.

Strategy 2: Continue annual Active Assailant Response Professional Learning across the District

Metric 1: Ensure all employees receive professional learning annually by October 1st.

Strategy 3: Strengthen threat assessment teams and continue to verify the coordination between school personnel and law enforcement

Metric 1: Conduct monthly threat assessment meetings

Strategy 4: Enhance school locations with physical security enhancements

Metric 1: Conduct a Florida Safe Schools Assessment every year by October 1s

Strategy 5: Maintain a working relationship with Manatee County Emergency Operations Center (EOC)

Metric 1: Attend required meetings and participate in exercises

Strategy 6: Execute tabletop exercises at each school every year

Metric 1: Train staff in advanced tabletop exercises in active assailant and weather-related emergencies

7. Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Department of Communications and Family Engagement

Strategy 1: Continue to accentuate and publicize student, school, and employee successes through our District Good News web page, MSTV, social media, and additional platforms including live streaming services

Metric 1: Produce an average of 10 Good News stories and 2 MSTV Good News feature videos each month during the school year

Metric 2: MSTV and the high school TV production programs will work together to live-steam an average of 6 events per month during the school year month.

Strategy 2: Continue to promote our District as a state leader in introducing innovative and imaginative academic opportunities for our students

Metric 1: Develop a District-wide directory of innovative academic, arts, and extracurricular programs by school

Metric 2: Highlight innovative programs each month on our Good News page, social media, and MSTV videos

Metric 3: Feature an innovative program monthly during School Board recognitions

Strategy 3: Work with our schools to help them communicate and promote innovative programs, features and characteristics that make them uniquely special

Metric 1: Develop School Advocacy Teams (SATs) at each school to focus on identifying and communicating programs, features, and Good News stories that make them attractive to prospective students and parents

Metric 2: Utilize updates to the District's websites to promote the positive strengths of each school

Metric 3: Reinstate the School Choice Showcase as a way for schools to meet and speak directly to students and parents from across Manatee County about their individual schools and the advantages of public education

Strategy 4: Provide parents and employees increased access to the Superintendent and District Leaders

Metric 1: Have the Superintendent and members of the Senior Cabinet individually visit a School Advisory Council or Faculty meeting six times per school year each to make a presentation and answer questions

Metric 2: Hold quarterly Town Hall meetings in different parts of the county with the Superintendent and District Leaders present

Strategy 5: Recognize and celebrate employees for reaching employment milestones, exemplary actions, and notable accomplishments

Metric 1: Work closely with Human Resources to devise positive, practical, and appropriate ways to honor employee milestones each month

Metric 2: Recognize examples of extraordinary employee successes at School Board meetings

Strategy 6: Continue to enhance and improve communications to all areas of Manatee County

Metric 1: Enhance working relationships with radio stations and other media outlets that connect with families and communities that can be difficult to reach

Metric 2: Continue to build strong relationships with all community members through activities like Resource Fairs, other programs, and events

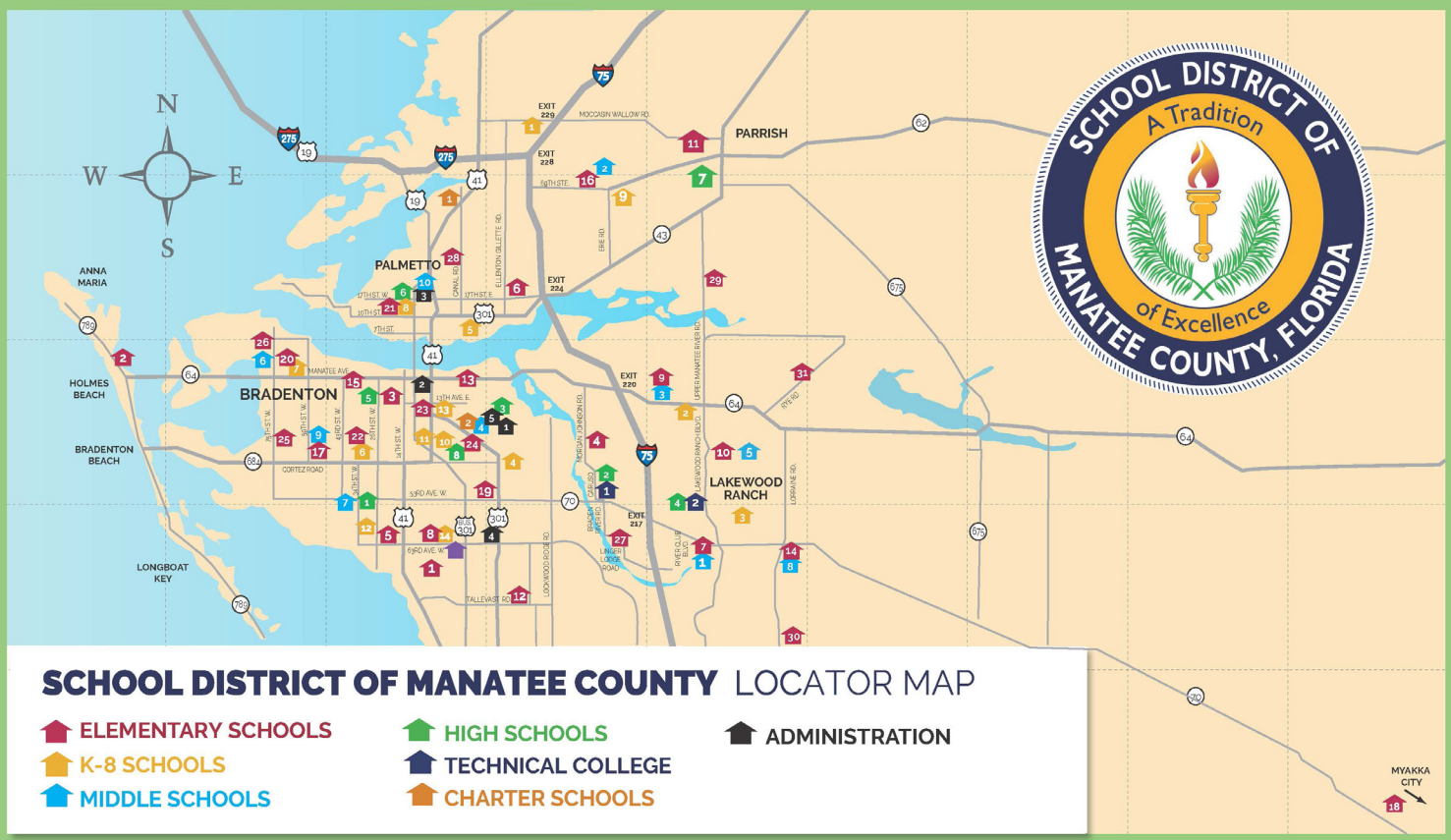
Strategy 7: Continue to increase and strengthen community partnerships

Metric 1: Continue to strengthen existing community partnerships and increase the number of new partnerships with private businesses, non-profits, and faith-based agencies

Metric 2: Increase and promote volunteer opportunities for the community through community and district initiatives



Learning Facials Specialty at Manatee Technical College



SCHOOL DISTRICT OF MANATEE COUNTY LOCATOR MAP

ELEMENTARY SCHOOLS

1 Florine J. ABEL ELEMENTARY C4
7100 Madonna Place, Sarasota, FL 34243
941/751-7040

2 ANNA MARIA ELEMENTARY A3
4700 Gulf Drive North, Holmes Beach, FL 34217
941/708-5525

3 Charles W. BALLARD ELEMENTARY* C3
912 18th Street West, Bradenton, FL 34205
941/708-8400

4 William H. BASHAW ELEMENTARY D3
3515 Morgan Johnson Road, Bradenton, FL 34208
941/741-3307

5 BAYSHORE ELEMENTARY C4
6120 26th Street West, Bradenton, FL 34207
941/751-7000

6 J. Hartley BLACKBURN ELEMENTARY* D2
3904 17th Street East, Palmetto, FL 34221
941/723-4800

7 BRADEN RIVER ELEMENTARY E4
6125 River Club Blvd., Bradenton, FL 34202
941/751-7012

8 Blanche H. DAUGHTREY PREPARATORY SCHOOL OF ARTS & SCIENCES C4
515 63rd Ave. East, Bradenton, FL 34203
941/751-7023

9 FREEDOM ELEMENTARY E3
9515 State Road 64 East, Bradenton, FL 34212
941/708-4990

10 B.D. GULLETT ELEMENTARY E3
12125 44th Avenue East, Bradenton, FL 34211
941/727-2067

11 Barbara A. HARVEY ELEMENTARY E1
8610 115th Avenue East, Parrish, FL 34219
941/803-9340

12 Marjorie G. KINNAN ELEMENTARY D4
3415 Tallevast Road, Sarasota, FL 34243
941/358-2888

13 MANATEE ELEMENTARY* C3
1609 6th Avenue East, Bradenton, FL 34208
941/741-3319

14 Gilbert W. MCNEAL ELEMENTARY E4
6325 Lorraine Road, Bradenton, FL 34202
941/751-8165

15 Jessie P. MILLER ELEMENTARY C3
601 43rd St. West, Bradenton, FL 34209
941/741-3300

16 Virgil MILLS ELEMENTARY D2
7200 69th Street East, Palmetto, FL 34221
941/721-2140

17 H.S. MOODY ELEMENTARY B3
5425 38th Avenue West, Bradenton, FL 34209
941/741-3170

18 MYAKKA City ELEMENTARY I5
37205 Manatee Avenue, Myakka City, FL 34251
941/708-5515

19 ONECO ELEMENTARY D3
5214 22nd Street Court East, Bradenton, FL 34203
941/751-7018

20 PALMA SOLA ELEMENTARY B3
6806 5th Avenue Northwest, Bradenton, FL 34209
941/741-3179

21 PALMETTO ELEMENTARY C2
1540 10th Street W., Palmetto, FL 34221
941/723-4822

22 Robert H. PRINE ELEMENTARY C3
3801 Southern Parkway, Bradenton, FL 34205
941/751-7006

23 G. D. ROGERS GARDEN – BULLOCK ELEMENTARY* C3
515 13th Ave. W., Bradenton, FL 34205
941/209-7540

24 SAMOSET ELEMENTARY C3
3300 19th Street East, Bradenton, FL 34208
941/708-6400

25 SEA BREEZE ELEMENTARY B3
3601 71st Street West, Bradenton, FL 34209
941/741-3190

26 Ida M. STEWART ELEMENTARY B3
7905 15th Avenue Northwest, Bradenton, FL 34209
941/741-3176

27 TARA ELEMENTARY D4
6950 Linger Lodge Rd., Bradenton, FL 34203
941/751-7660

28 James TILLMAN ELEMENTARY C2
1415 29th Street East, Palmetto, FL 34221
941/723-4833

29 Annie Lucy WILLIAMS ELEMENTARY E2
3404 Fort Hamer Road, Parrish, FL 34219
941/776-4040

30 Robert E. WILLIS ELEMENTARY E4
14705 The Masters Avenue, Bradenton, FL 34202
941/316-8245

31 Gene WITT ELEMENTARY E3
200 Rye Road East, Bradenton, FL 34212
941/741-3628

K-8 SCHOOLS

1 PALM VIEW K-8 ..... C2
6025 Bayshore Road, Palmetto, FL 34221
941/723-4812

2 Louise R. JOHNSON K-8 SCHOOL OF INTERNATIONAL STUDIES* C3
2121 26th Ave. E, Bradenton, FL 34208
941/741-3344

MIDDLE SCHOOLS

1 BRADEN RIVER MIDDLE E4
6215 River Club Blvd., Bradenton, FL 34202
941/751-7080

2 BUFFALO CREEK MIDDLE* D1
7320 69th Street East, Palmetto, FL 34221
941/721-2260

3 Carlos E. HAILE MIDDLE E3
9501 State Road 64 East, Bradenton, FL 34212
941/714-7240

4 HORIZONS ACADEMY C3
1910 27th Street East, Bradenton, FL 34208
941/714-7470

5 Dr. Mona JAIN MIDDLE E3
12205 44th Avenue East, Bradenton, FL 34211
941/727-4747

6 Martha B. KING MIDDLE B3
600 75th Street NW, Bradenton, FL 34209
941/798-6820

7 Electra Arcotte LEE MIDDLE C4
4000 53rd Avenue West, Bradenton, FL 34210
941/727-6500

8 R. Dan NOLAN MIDDLE F4
6615 Greenbrook Blvd., Bradenton, FL 34202
941/751-8200

9 W. D. SUGG MIDDLE B3
3801 59th Street West, Bradenton, FL 34209
941/741-3157

10 LINCOLN MEMORIAL MIDDLE C2
305 17th Street East, Palmetto, FL 34221
941/721-6840

HIGH SCHOOLS

1 BAYSHORE HIGH C4
5401 34th Street West, Bradenton, FL 34210
941/751-7004

2 BRADEN RIVER HIGH D3
6545 SR 70 East, Bradenton, FL 34203
941/751-8230

3 HORIZONS ACADEMY C4
1910 27th Street East, Bradenton, FL 34208
941/714-7470

4 LAKEWOOD RANCH HIGH E4
5500 Lakewood Ranch Blvd., Bradenton, FL 34211
941/727-6100

5 MANATEE HIGH C3
902 33rd Street Ct. W., Bradenton, FL 34205
941/714-7300

6 PALMETTO HIGH* C2
1200 17th Street West, Palmetto, FL 34221
941/723-4848

7 PARRISH COMMUNITY HIGH D2
7505 Fort Hamer Road, Palmetto, FL 34221
941/803-9330

8 SOUTHEAST HIGH* C3
1200 37th Avenue East, Bradenton, FL 34208
941/741-3366

TECHNICAL COLLEGE

1 MANATEE TECHNICAL COLLEGE – MAIN CAMPUS D3
6305 State Road 70 East, Bradenton, FL 34203
941/751-7900

2 MANATEE TECHNICAL COLLEGE – EAST CAMPUS E4
5520 Lakewood Ranch Blvd., Bradenton, FL 34211
941/752-8100

CHARTER SCHOOLS

1 IMAGINE CHARTER AT NORTH MANATEE D1
9275 49th Avenue East, Palmetto, FL 34221
941/981-5345

2 IMAGINE SCHOOL AT LAKEWOOD RANCH E3
10535 Portal Crossing, Bradenton, FL 34211
941/750-0900

3 LAKEWOOD RANCH PREPARATORY ACADEMY E4
5550 White Eagle Blvd., Bradenton, FL 34211
941/757-8766

4 MANATEE CHARTER SCHOOL D3
4550 30th Street East, Bradenton, FL 34203
941/465-4296

5 MANATEE SCHOOL FOR THE ARTS C2
700 Haben Blvd., Palmetto, FL 34221
941/721-6800

6 MANATEE SCHOOL OF ARTS AND SCIENCES C3
3700 32nd Street West, Bradenton, FL 34205
941/755-5012

7 OASIS MIDDLE B3
6417 3rd Avenue West, Bradenton, FL 34209
941/749-1979

8 PALMETTO CHARTER SCHOOL C2
1601 17th Street West, Palmetto, FL 34221
941/723-3711

9 PARRISH CHARTER ACADEMY D2
8605 Erie Road, Parrish, FL 34219
941/545-6380

10 ROWLETT ACADEMY FOR ARTS AND COMMUNICATION C3
3500 9th Street East, Bradenton, FL 34208
941/708-6100

11 ROWLETT MIDDLE ACADEMY C3
400 30th Ave. W., Bradenton, FL 34205
941/462-4001

12 STATE COLLEGE OF FLORIDA COLLEGIATE SCHOOL C4
5840 26th Street West, Bradenton, FL 34207
941/752-5494

13 TEAM SUCCESS C3
202 13th Avenue East, Bradenton, FL 34208
941/714-7260

14 VISIBLE MEN ACADEMY C4
921 63rd Avenue East, Bradenton, FL 34203
941/758-7588

OTHER

Sara Scott HARLLEE CAMPUS C4
6423 9th Street East, Bradenton, FL 34203
941/751-7027

ADMINISTRATION

1 Robert G. MATZKE SUPPORT CENTER D3
1 Matzke Way, Bradenton, FL 34208
941/708-8800

2 Walter E. MILLER SCHOOL SUPPORT CENTER /DISTRICT OFFICE C3
215 Manatee Avenue West, Bradenton, FL 34205
941/708-8770

3 OFFICE OF STUDENT ASSIGNMENT C2
1400 1st Avenue East, Palmetto, FL 34221
941/708-4971

4 PROFESSIONAL SUPPORT CENTER D4
2501 63rd Avenue East, Bradenton, FL 34203
941/751-6550

5 Frances WAKELAND SUPPORT CENTER D3
1812 27th St. E., Bradenton, FL 34208
941/739-5700

*Denotes Magnet School U

Kevin Chapman, Dam

AGENDA ITEM NO. 13.1

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Budget Amendments for September 2022

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 September 2022.

	GENERAL FUND	DEBT SERVICE	CAPITAL OUTLAY	FED'L FUNDS	FOOD SERVICE	INTERNAL SERVICE	TRUST & AGENCY
Budgeted Fund Balance 08/31/2022	$32,016,850	$12,111,223	$9,282,537	$0	$12,971,870	$8,573,832	$15,050
Fiscal Impact	$(1,827,405)	$0	$147,981	$0	$1,773	$0	$0
Budgeted Fund Balance 09/30/2022	$30,189,445	$12,111,223	$ 9,430,518	$0	$12,973,643	$8,573,832	$15,050

General Fund budgeted ending fund balance decreased $1,827,405 due primarily to estimated Hurricane Ian emergency management response estimated costs $1,682,423 middle school bus duty compensation $124,542 and miscellaneous other changes $20,440.

Capital Outlay budgeted ending fund balance increased $147,981 due primarily to an adjustment to the sales tax grant for ineligible charter schools $436,531, increase in Mills ES entryway project $60,000, security fencing project phase II closeout $48,687, and miscellaneous other changes $2,763 partially offset by the addition of Wakeland Health Clinic renovations project $400,000.

Food Service Fund budgeted ending fund balance increased $1,773 due from auctioned food service equipment.

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):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of the budget amendments for September 2022.

Financial Impact
General Fund balance impact on Ending Fund Balance from Hurricane Ian costs will eventually be reduced as many of the costs should be FEMA reimbursable.

Contact
Submitting Department: Budget
Initiated By: Gina Maliniak

Attachments:
Sept 2022 Budget Amendment File Summary
Combined Sept 2022 BAs

September 2022 Budget Amendments Summary
All Funds

Year	2023
Posting Period	3
Entry Type	(All)

Row Labels		Sum of YTD Current
1		**$1,827,406**
3		
	10101 General Fund	-$278,942
	10102 General Fund Grants	-$112,516
4		
	10101 General Fund	$2,107,348
	10102 General Fund Grants	$111,516
2		**$0**
3		
	29190 Lease Purchase Bond 2015	$0
	29193 Lease Purchase Bond 2017	-$2
	29196 Lease Purchase Bond 2016	$0
	29901 QSCB 2010	$0
4		
	29190 Lease Purchase Bond 2015	$0
	29193 Lease Purchase Bond 2017	$2
	29196 Lease Purchase Bond 2016	$0
3		**-$147,981**
4		
	37022 Local Capital Improvement 2122	-$2,451
	37023 Local Capital Improvement 2223	$2,274,864
	39121 COPS Series 2021A	-$1,872,413
	39192 Sales Tax Proceeds	-$547,981
	39197 Impact Fees	$0
4		**-$1,773**
3		
	41001 Food Services	-$1,773
	42101 Federal Cash Advance	-$6,638,232
	42201 Federal Non Cash Advance	-$468,919
	44101 CRRSA Act ESSER	-$1,166
	44601 Other ARP Act Relief	-$767,250
4		
	41001 Food Services	$0
	42101 Federal Cash Advance	$6,638,232
	42201 Federal Non Cash Advance	$468,919
	44101 CRRSA Act ESSER	$1,166
	44201 Other CARES Act Relief Funds	$0
	44301 CRRSA Act ESSER (ESSER II)	$0
	44501 ARP Act ESSER	$0
	44601 Other ARP Act Relief	$767,250
7		**$0**
4		
	71101 Self-Insurance - Health	$0
Grand Total		**$1,677,652**

Capital Fund
September 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(125,245,984)	(125,245,984)	-	0.0%	
30X	Revenue	(173,178,438)	(173,178,438)	-	0.0%	
30X	Transfers In & Other Funding Sources	(130,171,862)	(130,171,862)	-	0.0%	
74X	Facilities Acquisition and Con	366,678,032	366,530,052	(147,981)	0.0%	
92X	Debt Service	1,676,952	1,676,952	-	0.0%	
97X	Transfers Out	50,958,762	50,958,762	-	0.0%	
9X	Budgeted Fund Balance	9,282,537	9,430,518	147,981	1.6%	

Debt Service Fund
September 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(11,889,269)	(11,889,269)	-	0.00%	
30X	Revenue	(1,643,654)	(1,643,657)	(3)	0.00%	
30X	Transfer In	(31,494,443)	(31,494,443)	-	0.00%	
92X	Debt Service	32,916,143	32,916,146	3	0.00%	
9XX	Budgeted Fund Balance	12,111,223	12,111,223	-	0.00%	

General Fund
September 2022 Budget Amendment Summary

Fund	Fund Description	Function	Function Description	YTD Prior	YTD Current	Budget Amendment	% Change	Reference
10101	General Fund		Beginning Fund Balance	(50,388,336)	(50,388,336)	-	0.00%	
		3XX	Revenues	(511,089,018)	(511,480,476)	(391,458)	0.08%	
		3XX	Transfers In and Other Funding Sources	(19,464,319)	(19,464,319)	-	0.00%	
		5XX	Instructional	367,333,309	367,976,500	643,191	0.18%	
		61X	Pupil Personnel Services	15,969,785	15,970,648	864	0.01%	
		62X	Instructional Media Services	5,289,197	5,289,197	-	0.00%	
		63X	Curriculum	8,263,776	8,197,944	(65,833)	-0.80%	
		64X	Instructional Staff Training	1,184,742	1,295,205	110,463	9.32%	1
		65X	Instructional Technology	572	572	-	0.00%	
		71X	Board	1,541,404	1,541,404	-	0.00%	
		72X	General Admin Superintendent	3,027,104	3,009,104	(18,000)	-0.59%	
		73X	School Administration	35,202,968	34,963,558	(239,410)	-0.68%	
		74X	Facility Acquisition and Construction	5,665,397	5,665,397	-	0.00%	
		75X	Fiscal Services	3,644,464	3,644,464	-	0.00%	
		76X	Food Service	0	0	-	0.00%	
		77X	Central Services	13,082,769	13,108,945	26,176	0.20%	
		78X	Transportation	20,135,342	20,139,017	3,675	0.02%	
		79X	Operation of Plant	43,953,190	44,027,235	74,045	0.17%	
		81X	Maintenance of Plant	10,202,419	10,202,419	-	0.00%	
		82X	Administrative Technology	8,527,225	8,527,984	759	0.01%	
		91X	Community Services	5,835,658	7,518,592	1,682,934	28.84%	2
		92X	Debt Service	65,500	65,500	-	0.00%	
		97X	Transfer Out	-	-	-	n/a	
		9XX	Budgeted Fund Balance	32,016,850	30,189,445	(1,827,405)	-5.71%	3

General Fund

September 2022 Budget Amendment Summary Description

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	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	NCH Regular Pay	9308	00000	Discretionary	SDMC6	6930800000	6930800000	NCH AP PD	0000077282	(332.94)
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9308	00000	Discretionary	SDMC6	6930800000	6930800000	NCH AP PD	0000077282	185.02
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	9308	00000	Discretionary	SDMC6	6930800000	6930800000	NCH AP PD	0000077282	130.82
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	00000	Discretionary	SDMC6	6930800000	6930800000	NCH AP PD	0000077282	17.10
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	NCH Regular Pay	9308	10185	Reading Categorical				CERP i-Ready purchase and adjustments	0000077346	**(16,073.90)**
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	431001	Prof & Technical Services	9308	10185	Reading Categorical				CERP i-Ready purchase and adjustments	0000077346	141,954.19
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	431001	Prof & Technical Services	9308	10185	Reading Categorical				CERP Corrections	0000077348	**(15,680.72)**
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	439002	Printing	0411	10191	Turnaround Supp Services				Papercut Journal	0000077396	1,000.00
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	431001	Prof & Technical Services	9308	00000	Discretionary				Adjust to clear neg in HQLG charge to CG	0000077888	(736.28)
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	411201	Other SAMP Regular Pay	9304	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	(58,023.50)
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	411201	Other SAMP Regular Pay	9308	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	58,023.50
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9304	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	(7,029.68)
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9308	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	7,029.68
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	9304	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	(4,515.29)
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	9308	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	4,515.29
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	9304	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	(8,794.89)
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	9308	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	8,794.89
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	9304	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	(146.03)
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	9308	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	146.03
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	9304	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	(602.51)
1	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	14719	STEM Referendum, K-5				Move salary & benefits for STEAM Coordinator	0000078149	602.51
1	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	433003	Out of County Travel	9307	15001	Grants Program	SDMC4	4930700373	6400000000	Travel for Early Learning CARES VI	0000078533	15,000.00
1	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	473001	Dues and Fees	9307	15001	Grants Program	SDMC4	4930700373	6400000000	Travel for Early Learning CARES VI	0000078533	5,000.00
1	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	473002	Professional Development	9307	15001	Grants Program	SDMC4	4930700373	6400000000	Travel for Early Learning CARES VI	0000078533	(20,000.00)
																				110,463.29
2	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	439001	Other Purchased Services	9322	12482	Take Stock in Children				BT1 TSIC Pr12482 Sept fingerprinting	0000078851	511.25
2	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416302	Storm Pay (useprior to 7/1/22)	9512	13740	Emergency Mngt-Storm Ian				IAN - Estimated Budget	0000079228	1,286,423.00
2	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	435001	Repairs and Maintenance	9512	13740	Emergency Mngt-Storm Ian				IAN - Estimated Budget	0000079228	306,000.00
2	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	446001	Diesel Fuel	9512	13740	Emergency Mngt-Storm Ian				IAN - Estimated Budget	0000079228	30,000.00
2	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	451001	Supplies	9512	13740	Emergency Mngt-Storm Ian				IAN - Estimated Budget	0000079228	60,000.00
2	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0721	00000	Discretionary				Payroll Journal 10/31	0000079774	-
2	3	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	91010	Community Services	423201	Life Insurance	0721	00000	Discretionary				Payroll Journal 10/31	0000079774	-
																				1,682,934.25
3	3	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349301	Sale of Junk		00000	Discretionary				Auctioned Food Service Equipme	0000079389	1,078.83
3	3	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349701	Refunds of Prior Year's Expend		00000	Discretionary				Auctioned Food Service Equipme	0000079389	694.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412109	Teachers Other	0431	11161	International Baccalaureate				IB Test Scores	0000078133	(5,500.00)
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	422001	FICA	0431	11161	International Baccalaureate				IB Test Scores	0000078133	(420.75)
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0431	11161	International Baccalaureate				IB Test Scores	0000078133	7,353.67
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	63010	Instruction and Curriculum Dev	433001	Local Travel	9323	15001	Grants Program	SDMC4	4932300323	6300000000	BT1 0323 voc rehab budget adj;	0000078387	(1,000.00)
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0581	00000	Discretionary				Middle School late bus	0000077290	1,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0611	00000	Discretionary				Middle School late bus	0000077290	1,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0652	00000	Discretionary				Middle School late bus	0000077290	1,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0711	00000	Discretionary				Middle School late bus	0000077290	1,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0752	00000	Discretionary				Middle School late bus	0000077290	1,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0761	00000	Discretionary				Middle School late bus	0000077290	1,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0842	00000	Discretionary				Middle School late bus	0000077290	1,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0853	00000	Discretionary				Middle School late bus	0000077290	1,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0861	00000	Discretionary				Middle School late bus	0000077290	1,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416301	NCH Regular Pay	0581	13623	SSS-Extra Hours				Middle School late bus	0000077290	9,795.45
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416301	NCH Regular Pay	0611	13623	SSS-Extra Hours				Middle School late bus	0000077290	6,530.30

General Fund

September 2022 Budget Amendment Summary Description

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	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416301	NCH Regular Pay	0652	13623	SSS-Extra Hours				Middle School late bus	0000077290	6,530.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416301	NCH Regular Pay	0711	13623	SSS-Extra Hours				Middle School late bus	0000077290	6,530.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416301	NCH Regular Pay	0752	13623	SSS-Extra Hours				Middle School late bus	0000077290	6,530.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416301	NCH Regular Pay	0761	13623	SSS-Extra Hours				Middle School late bus	0000077290	6,530.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416301	NCH Regular Pay	0842	13623	SSS-Extra Hours				Middle School late bus	0000077290	9,795.45
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416301	NCH Regular Pay	0853	13623	SSS-Extra Hours				Middle School late bus	0000077290	6,530.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416301	NCH Regular Pay	0861	13623	SSS-Extra Hours				Middle School late bus	0000077290	6,530.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0581	00000	Discretionary				Middle School late bus	0000077290	119.10
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0581	13623	SSS-Extra Hours				Middle School late bus	0000077290	1,166.64
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0611	00000	Discretionary				Middle School late bus	0000077290	119.10
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0611	13623	SSS-Extra Hours				Middle School late bus	0000077290	777.76
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0652	00000	Discretionary				Middle School late bus	0000077290	119.10
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0652	13623	SSS-Extra Hours				Middle School late bus	0000077290	777.76
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0711	00000	Discretionary				Middle School late bus	0000077290	119.10
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0711	13623	SSS-Extra Hours				Middle School late bus	0000077290	777.76
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0752	00000	Discretionary				Middle School late bus	0000077290	119.10
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0752	13623	SSS-Extra Hours				Middle School late bus	0000077290	777.76
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0761	00000	Discretionary				Middle School late bus	0000077290	119.10
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0761	13623	SSS-Extra Hours				Middle School late bus	0000077290	777.76
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0842	00000	Discretionary				Middle School late bus	0000077290	119.10
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0842	13623	SSS-Extra Hours				Middle School late bus	0000077290	1,166.64
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0853	00000	Discretionary				Middle School late bus	0000077290	119.10
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0853	13623	SSS-Extra Hours				Middle School late bus	0000077290	777.76
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0861	00000	Discretionary				Middle School late bus	0000077290	119.10
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0861	13623	SSS-Extra Hours				Middle School late bus	0000077290	777.76
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0581	00000	Discretionary				Middle School late bus	0000077290	76.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0581	13623	SSS-Extra Hours				Middle School late bus	0000077290	749.35
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0611	00000	Discretionary				Middle School late bus	0000077290	76.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0611	13623	SSS-Extra Hours				Middle School late bus	0000077290	499.57
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0652	00000	Discretionary				Middle School late bus	0000077290	76.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0652	13623	SSS-Extra Hours				Middle School late bus	0000077290	499.57
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0711	00000	Discretionary				Middle School late bus	0000077290	76.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0711	13623	SSS-Extra Hours				Middle School late bus	0000077290	499.57
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0752	00000	Discretionary				Middle School late bus	0000077290	76.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0752	13623	SSS-Extra Hours				Middle School late bus	0000077290	499.57
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0761	00000	Discretionary				Middle School late bus	0000077290	76.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0761	13623	SSS-Extra Hours				Middle School late bus	0000077290	499.57
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0842	00000	Discretionary				Middle School late bus	0000077290	76.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0842	13623	SSS-Extra Hours				Middle School late bus	0000077290	749.35
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0853	00000	Discretionary				Middle School late bus	0000077290	76.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0853	13623	SSS-Extra Hours				Middle School late bus	0000077290	499.57
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0861	00000	Discretionary				Middle School late bus	0000077290	76.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0861	13623	SSS-Extra Hours				Middle School late bus	0000077290	499.57
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0581	00000	Discretionary				Middle School late bus	0000077290	10.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0581	13623	SSS-Extra Hours				Middle School late bus	0000077290	97.95
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0611	00000	Discretionary				Middle School late bus	0000077290	10.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0611	13623	SSS-Extra Hours				Middle School late bus	0000077290	65.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0652	00000	Discretionary				Middle School late bus	0000077290	10.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0652	13623	SSS-Extra Hours				Middle School late bus	0000077290	65.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0711	00000	Discretionary				Middle School late bus	0000077290	10.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0711	13623	SSS-Extra Hours				Middle School late bus	0000077290	65.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0752	00000	Discretionary				Middle School late bus	0000077290	10.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0752	13623	SSS-Extra Hours				Middle School late bus	0000077290	65.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0761	00000	Discretionary				Middle School late bus	0000077290	10.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0761	13623	SSS-Extra Hours				Middle School late bus	0000077290	65.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0842	00000	Discretionary				Middle School late bus	0000077290	10.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0842	13623	SSS-Extra Hours				Middle School late bus	0000077290	97.95
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0853	00000	Discretionary				Middle School late bus	0000077290	10.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0853	13623	SSS-Extra Hours				Middle School late bus	0000077290	65.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0861	00000	Discretionary				Middle School late bus	0000077290	10.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0861	13623	SSS-Extra Hours				Middle School late bus	0000077290	65.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411101	Adm/Direct Regular Pay	0431	00000	Discretionary				SEHS Athletic Director	0000078429	(76,606.61)
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0431	00000	Discretionary				SEHS Athletic Director	0000078429	(9,123.85)
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0431	00000	Discretionary				SEHS Athletic Director	0000078429	(5,860.41)

General Fund

September 2022 Budget Amendment Summary Description

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	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	423101	Health & Hospitalizations	0431	00000	Discretionary				SEHS Athletic Director	0000078429	(10,150.38)
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	423201	Life Insurance	0431	00000	Discretionary				SEHS Athletic Director	0000078429	(168.53)
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0431	00000	Discretionary				SEHS Athletic Director	0000078429	(766.07)
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	431001	Prof & Technical Services	0431	00000	Discretionary				SEHS Athletic Director	0000078429	49,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0581	00000	Discretionary				Middle School late bus - Princ	0000079331	3,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0611	00000	Discretionary				Middle School late bus - Princ	0000079331	3,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0652	00000	Discretionary				Middle School late bus - Princ	0000079331	3,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0711	00000	Discretionary				Middle School late bus - Princ	0000079331	3,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0752	00000	Discretionary				Middle School late bus - Princ	0000079331	3,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0761	00000	Discretionary				Middle School late bus - Princ	0000079331	3,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0842	00000	Discretionary				Middle School late bus - Princ	0000079331	3,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0853	00000	Discretionary				Middle School late bus - Princ	0000079331	5,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411109	Adm/Direct Other	0861	00000	Discretionary				Middle School late bus - Princ	0000079331	3,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0581	00000	Discretionary				Middle School late bus - Princ	0000079331	357.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0611	00000	Discretionary				Middle School late bus - Princ	0000079331	357.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0652	00000	Discretionary				Middle School late bus - Princ	0000079331	357.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0711	00000	Discretionary				Middle School late bus - Princ	0000079331	357.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0752	00000	Discretionary				Middle School late bus - Princ	0000079331	357.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0761	00000	Discretionary				Middle School late bus - Princ	0000079331	357.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0842	00000	Discretionary				Middle School late bus - Princ	0000079331	357.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0853	00000	Discretionary				Middle School late bus - Princ	0000079331	595.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	421103	Retirement System	0861	00000	Discretionary				Middle School late bus - Princ	0000079331	357.30
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0581	00000	Discretionary				Middle School late bus - Princ	0000079331	229.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0611	00000	Discretionary				Middle School late bus - Princ	0000079331	229.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0652	00000	Discretionary				Middle School late bus - Princ	0000079331	229.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0711	00000	Discretionary				Middle School late bus - Princ	0000079331	229.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0752	00000	Discretionary				Middle School late bus - Princ	0000079331	229.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0761	00000	Discretionary				Middle School late bus - Princ	0000079331	229.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0842	00000	Discretionary				Middle School late bus - Princ	0000079331	229.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0853	00000	Discretionary				Middle School late bus - Princ	0000079331	382.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	422001	FICA	0861	00000	Discretionary				Middle School late bus - Princ	0000079331	229.50
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0581	00000	Discretionary				Middle School late bus - Princ	0000079331	30.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0611	00000	Discretionary				Middle School late bus - Princ	0000079331	30.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0652	00000	Discretionary				Middle School late bus - Princ	0000079331	30.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0711	00000	Discretionary				Middle School late bus - Princ	0000079331	30.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0752	00000	Discretionary				Middle School late bus - Princ	0000079331	30.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0761	00000	Discretionary				Middle School late bus - Princ	0000079331	30.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0842	00000	Discretionary				Middle School late bus - Princ	0000079331	30.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0853	00000	Discretionary				Middle School late bus - Princ	0000079331	50.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	424001	Worker's Compensation	0861	00000	Discretionary				Middle School late bus - Princ	0000079331	30.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77010	Central Services	431001	Prof & Technical Services	9537	00000	Discretionary				Risk Management Student Insura	0000078116	540.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	432001	Insurance and Bond Premiums	9537	00000	Discretionary				Risk Management Student Insura	0000078116	70,859.26
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	439001	Other Purchased Services	9322	12482	Take Stock in Children				BT1 TSIC Pr12482 Sept fingerpr	0000078851	511.25
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416302	Storm Pay (useprior to 7/1/22)	9512	13740	Emergency Mngt-Storm Ian				IAN - Estimated Budget	0000079228	1,286,423.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	435001	Repairs and Maintenance	9512	13740	Emergency Mngt-Storm Ian				IAN - Estimated Budget	0000079228	306,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	446001	Diesel Fuel	9512	13740	Emergency Mngt-Storm Ian				IAN - Estimated Budget	0000079228	30,000.00
3	3	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	451001	Supplies	9512	13740	Emergency Mngt-Storm Ian				IAN - Estimated Budget	0000079228	60,000.00
																				1,827,405.50

Health Insurance Fund
September 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(8,444,558)	(8,444,558)	-	0.00%	
30X	Revenue	(47,461,000)	(47,461,000)	-	0.00%	
30X	Transfer In	(3,000,000)	(3,000,000)	-	0.00%	
77X	Central Services	52,189,164	52,189,164	-	0.00%	
9XX	Unappropriated Fund Balances	6,716,393	6,716,393	-	0.00%	

Workers Comp
September 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(2,266,182)	(2,266,182)	-	0.00%	
30X	Revenue	(2,570,000)	(2,570,000)	-	0.00%	
77X	Central Services	2,978,743	2,978,743	-	0.00%	
9XX	Unappropriated Fund Balances	1,857,438	1,857,438	-	0.00%	

Trust Agency
September 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(945,156)	(945,156)	-	0.0%	
30X	Revenue	(621,459)	(621,879)	(420)	0.1%	
5XX	Instructional	1,501,635	1,501,635	-	0.0%	
61X	Pupil Personnel Services	36,626	36,646	20	0.1%	
63X	Instruction and Curriculum Development	250	250	-	0.0%	
64X	Instructional Staff Training Services	-	-	-	n/a	
72X	General Administration (Super)	50	50	-	0.0%	
77X	Central Services	13,004	13,404	400	3.1%	
9XX	Unappropriated Fund Balance	15,050	15,050	-	0.0%	

Special Revenue
September 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
30X	Revenue	(30,585,685)	(38,461,251)	(7,875,566)	25.7%	1
5XX	Instructional	16,455,085	21,283,530	4,828,445	29.3%	2
61X	Pupil Personnel Services	1,569,858	1,865,451	295,593	18.8%	3
63X	Curriculum	7,219,508	8,724,138	1,504,630	20.8%	4
64X	Instructional Staff Training	4,109,023	5,108,120	999,097	24.3%	5
65X	Instructional Technology	1,436	76,955	75,519	5259.3%	6
72X	General Admin Superintendent	1,133,911	1,301,922	168,011	14.8%	7
73X	School Administration	-	1,991	1,991	n/a	8
75X	Fiscal Services	21,408	49,830	28,422	132.8%	9
77X	Central Services	5,906	15,806	9,900	167.6%	10
78X	Transportation	69,550	56,674	(12,876)	-18.5%	11
79X	Operation of Plant	-	(23,166)	(23,166)	n/a	12
97X	Transfers	-	-	-	n/a	

Special Revenue
September 2022 Budget Amendment Detail

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	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	322201	English Literacy and Civics Ed		15001	Grants Program		4021104143		BT1 4143 Adult IELCE Amendment	0000078459	(81,000.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	323001	Individuals with Disabilities		15001	Grants Program		4931004213		22.23 Rev Budget for IDEA 4213	0000078596	(233,621.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	323001	Individuals with Disabilities		15001	Grants Program		4931004203		22.23 Rev Budget for IDEA 4203	0000078598	(3,400,000.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	30000	Revenue	319201	Pell Grants		15001	Grants Program		4021104013		PELL Initial Revenue	0000078612	(468,918.50)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324001	Elementary and Secondary Educa		15001	Grants Program		4930504113		Title IV & Title III Revenue	0000078645	(753,142.42)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324101	Language Instruct - Title III		15001	Grants Program		4930504073		Title IV & Title III Revenue	0000078645	(307,695.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324001	Elementary and Secondary Educa		15001	Grants Program		4930504383		UniSIG Initial Revenue	0000078830	(592,250.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324201	Twenty-First Century Schools -		15001	Grants Program		4932304153		BT1 4153 21st century Manatee	0000079177	(300,000.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324201	Twenty-First Century Schools -		15001	Grants Program		4932304173		BT1 4173 21ST CENT Lincoln and	0000079180	(500,000.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324201	Twenty-First Century Schools -		15001	Grants Program		4932304183		BT1 21ST CENT Palm View K8 Bud	0000079242	(225,000.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930804513		ESSER HIITS Budget	0000079310	(767,250.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324001	Elementary and Secondary Educa		15001	Grants Program		4931804263		T-I Pt D Initial Revenue	0000079646	(245,524.00)
1	3	KK_REV_BUD	SDMC1	Adjustment	Posted	44101	CRRSA Act ESSER	30000	Revenue	327101	Education Stabilization K-12					4930504370		ESSER I Amendment III Increase	0000079848	(1,165.50)
																				(7,875,566.42)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman Eleme	0000077592	(8,000.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	0151	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	0151	15001	Grants Program	SDMC4	4930804442	9900000622	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	0601	15001	Grants Program	SDMC4	4930804442	9900000622	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	0857	15001	Grants Program	SDMC4	4930804442	9900000622	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	0151	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	0151	15001	Grants Program	SDMC4	4930804442	9900000622	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	0601	15001	Grants Program	SDMC4	4930804442	9900000622	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	0857	15001	Grants Program	SDMC4	4930804442	9900000622	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0701	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	0281	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4930804442	9900000622	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	0601	15001	Grants Program	SDMC4	4930804442	9900000622	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	0857	15001	Grants Program	SDMC4	4930804442	9900000622	Payroll Journal	0000077759	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	51010	Instructional - Basic K-12	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004472	5100000000	ARP ESSER Benefits for NCH	0000077775	223.57
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	51010	Instructional - Basic K-12	422001	FICA	9310	15001	Grants Program	SDMC4	4931004472	5100000000	ARP ESSER Benefits for NCH	0000077775	273.86
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	51010	Instructional - Basic K-12	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004472	5100000000	ARP ESSER Benefits for NCH	0000077775	36.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	51010	Instructional - Basic K-12	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004462	5100000000	ARP IDEA ESSER K-12 NCH Benefi	0000077778	424.24
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	51010	Instructional - Basic K-12	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004462	5100000000	ARP IDEA ESSER K-12 NCH Benefi	0000077778	30.64
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	51010	Instructional - Basic K-12	422001	FICA	9310	15001	Grants Program	SDMC4	4931004462	5100000000	NCH ARP ESSER K-12 NCH FICA	0000077780	233.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Moody ES Transfering F	0000078260	(1,340.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2101	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	466.53
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	2,837.02
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2104	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	6,263.50
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2120	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	2,011.12
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	1,336.55
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2122	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	356.20
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2123	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	1,771.56
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2124	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	1,446.88
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2131	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	1,150.57
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2141	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	1,591.88
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2161	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	321.53
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	2,893.76
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2181	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	718.71
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Samoset Print	0000078271	142.61
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Samoset Print	0000078271	(142.61)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504572	5100000000	ARP ESSER	0000078291	6,000.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504323	5101100000	T-I Community Christian Cvr Ex	0000078525	(1,750.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	431901	Tech-Related Prof & Tech Serv	9305	15001	Grants Program	SDMC4	4930504323	5101000000	T-I St. Joseph PS Cvr Exp	0000078571	(3,531.58)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504323	5101000000	T-I St. Joseph PS Cvr Exp	0000078571	81.58

Special Revenue
September 2022 Budget Amendment Detail

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	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464801	Tech FF&E Capitalized	9305	15001	Grants Program	SDMC4	4930504323	5101000000	T-I St. Joseph PS Cvr Exp	0000078571	2,500.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	9305	15001	Grants Program	SDMC4	4930504323	5101000000	T-I St. Joseph PS Cvr Exp	0000078571	950.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Immigrant Initl Bgt	0000078640	181,555.16
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Immigrant Initl Bgt	0000078640	10,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Immigrant Initl Bgt	0000078640	40,465.26
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Immigrant Initl Bgt	0000078640	15,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Immigrant Initl Bgt	0000078640	25,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	431001	Prof & Technical Services	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	(1,200.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	431901	Tech-Related Prof & Tech Serv	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	10,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	58,619.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	20,537.47
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2104	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	30,743.85
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	5,927.22
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2131	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	6,820.77
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2141	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	9,131.94
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	14,468.26
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504113	5101000000	Title IV Pt A 75% Intl Bgt	0000078642	3,558.31
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	256,368.58
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	3,718.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464201	Non-Capitalized FF&E	2171	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	2,705.80
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	2104	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Pt A 75% Intl Bgt	0000078642	3,360.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Cover Negatives	0000078827	(72.39)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Cover Negatives	0000078827	72.39
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415201	Instr Assist Regular Pay	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	59,779.66
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	50,151.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0261	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	65,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	13,093.94
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0261	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	7,741.50
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	8,410.46
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0261	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	4,972.50
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	15,912.17
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	241.87
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	1,099.41
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0261	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	650.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	6,362.63
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0261	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	6,836.44
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	5,090.10
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0261	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	5,469.15
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464401	Non-Capitalized Computer Hardw	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	25,450.50
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464401	Non-Capitalized Computer Hardw	0261	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Initial Bgt	0000078832	27,345.75
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44101	CRRSA Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER I Amendment III Increase	0000078852	1,165.50
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 OPEN PRINTING	0000078861	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0421	15001	Grants Program	SDMC4	4932304163	5100000000	BT2 4163 Open printing line	0000078864	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0281	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4163 Open printing line	0000078869	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504323	5101000000	T-I St. Josephs Cvr Expenses	0000079004	(34.21)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504323	5101000000	T-I St. Josephs Cvr Expenses	0000079004	34.21
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Cvr Salaries	0000079005	50,151.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4930504383	5100000000	UniSIG Cvr Salaries	0000079005	(50,151.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504932	5100000000	Title I, Pt C Cvr Exp	0000079006	9.47
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504932	5100000000	Title I, Pt C Cvr Exp	0000079006	816.91
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	25,656.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	25,656.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	64,350.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	64,350.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	10,720.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	10,720.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	6,886.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	6,886.00

Special Revenue
September 2022 Budget Amendment Detail

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	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	3,399.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	3,399.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	56.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	56.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	900.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	900.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9323	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	5,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439001	Other Purchased Services	9323	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	3,200.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	1,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	1,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	26,901.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT1 4153 21st century Manatee	0000079176	26,901.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	29,356.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	29,356.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	130,352.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	130,352.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	19,021.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	19,021.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	12,218.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	12,218.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	3,399.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	3,399.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	56.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	56.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	1,597.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	1,597.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433002	Local Travel - Field Trips	9323	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	4,500.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436001	Rentals	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	5,775.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9323	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	5,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439001	Other Purchased Services	9323	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	4,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	1,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	1,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	31,389.50
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	31,389.50
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	9323	15001	Grants Program	SDMC4	4932304173	5100000000	BT1 4173 21ST CENT Lincoln & L	0000079182	3,840.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	25,656.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	126,038.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	18,066.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	11,605.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	3,399.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	56.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	1,517.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9323	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	2,250.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439001	Other Purchased Services	9323	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	2,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	500.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	21,265.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464401	Non-Capitalized Computer Hardw	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT1 21ST CENT Palm View K8 Bud	0000079252	3,750.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Neg	0000079415	1,705.50
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0421	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Neg	0000079415	209.54
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0731	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Neg	0000079415	(436.48)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0861	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Neg	0000079415	(44.94)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	0861	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Neg	0000079415	44.94
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Neg	0000079415	(1,705.50)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433002	Local Travel - Field Trips	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Cvr Negatives	0000079466	(50.01)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Cvr Negatives	0000079466	550.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Cvr Negatives	0000079466	4.99
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I, Pt C Cover Neg	0000079468	(25.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I, Pt C Cover Neg	0000079468	(25.00)

Special Revenue
September 2022 Budget Amendment Detail

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	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I, Pt C Cover Neg	0000079468	50.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I, Pt C Cover Neg	0000079468	(25.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I, Pt C Cover Neg	0000079468	(25.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III ESOL Cvr Neg	0000079470	(169.50)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III ESOL Cvr Neg	0000079470	(20.18)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III ESOL Cvr Neg	0000079470	(12.97)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III ESOL Cvr Neg	0000079470	524.14
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III ESOL Cvr Neg	0000079470	(0.38)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III ESOL Cvr Neg	0000079470	(1.70)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III ESOL Cvr Neg	0000079470	(1,500.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III ESOL Cvr Neg	0000079470	(1,072.01)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(1,677.75)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(3,129.75)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(2,431.56)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(1,677.75)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	196.30
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(1,677.75)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(1,560.24)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(199.82)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(372.75)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(289.59)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(199.82)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	23.37
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(199.83)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(185.83)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(128.35)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(239.43)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(186.01)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(128.35)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	15.01
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(128.35)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(119.36)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	868.57
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	643.51
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	1,146.75
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	868.57
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	1,159.05
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	868.57
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	956.08
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(3.69)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(6.88)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(5.35)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(3.69)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	0.44
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(3.69)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(3.43)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(16.78)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(31.30)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(24.31)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(16.78)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	1.96
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(16.78)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(15.61)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(1,718.33)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	(2,164.52)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III ESOL Cvr Neg	0000079470	2,933.40
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Negatives	0000079533	1.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0281	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Negatives	0000079533	221.50

Special Revenue
September 2022 Budget Amendment Detail

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	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0421	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Negatives	0000079533	455.06
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0761	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Negatives	0000079533	15.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Negatives	0000079533	(1.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0281	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Negatives	0000079533	(221.50)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0421	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Negatives	0000079533	(455.06)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0601	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Misc CC's Cvr Negatives	0000079533	(1.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	3,500.46
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	437.55
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	267.79
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	542.57
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	7.70
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	42.36
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433002	Local Travel - Field Trips	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	(1,250.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433004	Out of County Travel-Field Trp	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	(2,675.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	5,443.86
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	(5,000.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Exp	0000079630	(2,325.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415201	Instr Assist Regular Pay	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	13,463.13
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	1,603.46
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	1,029.93
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	29.62
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	16.03
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	1,000.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	3,197.07
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	3,900.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	453001	Periodicals	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	3,700.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464401	Non-Capitalized Computer Hardw	9318	15001	Grants Program	SDMC4	4931804263	5100000000	T-I Pt D Initial Bgt	0000079645	2,100.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433002	Local Travel - Field Trips	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Negative	0000079688	45.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0061	15001	Grants Program	SDMC4	4930504323	5100000000	T-I Bayshore Elem Cvr Negative	0000079688	(45.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III, ESOL Cvr Neg	0000079691	17.51
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III, ESOL Cvr Neg	0000079691	(2,860.46)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III, ESOL Cvr Neg	0000079691	(340.68)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III, ESOL Cvr Neg	0000079691	(218.83)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III, ESOL Cvr Neg	0000079691	(443.37)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III, ESOL Cvr Neg	0000079691	(6.29)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III, ESOL Cvr Neg	0000079691	(28.61)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III, ESOL Cvr Neg	0000079691	3,244.43
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504572	5100000000	ESSER Homeless Cvr Neg	0000079693	12,868.13
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	415101	Teacher Aides Regular Pay	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Open Payroll	0000076180	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	421103	Retirement System	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Open Payroll	0000076180	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	422001	FICA	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Open Payroll	0000076180	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423101	Health & Hospitalizations	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Open Payroll	0000076180	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423201	Life Insurance	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Open Payroll	0000076180	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	424001	Worker's Compensation	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Open Payroll	0000076180	-
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	52010	Exceptional Student Education	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004472	5200000000	ARP ESSER Benefits for NCH	0000077775	(223.57)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	52010	Exceptional Student Education	422001	FICA	9310	15001	Grants Program	SDMC4	4931004472	5200000000	ARP ESSER Benefits for NCH	0000077775	(273.86)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	52010	Exceptional Student Education	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004472	5200000000	ARP ESSER Benefits for NCH	0000077775	(36.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	52010	Exceptional Student Education	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004462	5200000000	ARP IDEA ESSER K-12 NCH Benefi	0000077778	(424.24)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	52010	Exceptional Student Education	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004462	5200000000	ARP IDEA ESSER K-12 NCH Benefi	0000077778	(30.64)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	52010	Exceptional Student Education	422001	FICA	9310	15001	Grants Program	SDMC4	4931004462	5200000000	NCH ARP ESSER K-12 NCH FICA	0000077780	(233.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	411101	Adm/Direct Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	(13,359.92)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	412101	Teachers Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	334,915.90
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	412101	Teachers Regular Pay	9317	15001	Grants Program	SDMC4	4931004203	5201000000	22.23 Budget - IDEA Project 42	0000078587	(61,800.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	413101	Occup Spec Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	479,993.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	413401	Other Cert Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	(375,009.96)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	415101	Teacher Aides Regular Pay	2011	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	70,714.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	415101	Teacher Aides Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	77,397.57
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	415101	Teacher Aides Regular Pay	9317	15001	Grants Program	SDMC4	4931004203	5201000000	22.23 Budget - IDEA Project 42	0000078587	167,547.00

Special Revenue
September 2022 Budget Amendment Detail

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	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	416101	NB Support Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	(19,532.05)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	67,705.38
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	421103	Retirement System	9317	15001	Grants Program	SDMC4	4931004203	5201000000	22.23 Budget - IDEA Project 42	0000078587	(29,037.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	422001	FICA	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	43,488.20
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	422001	FICA	9317	15001	Grants Program	SDMC4	4931004203	5201000000	22.23 Budget - IDEA Project 42	0000078587	(18,652.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	77,868.16
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423101	Health & Hospitalizations	9317	15001	Grants Program	SDMC4	4931004203	5201000000	22.23 Budget - IDEA Project 42	0000078587	(537.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	(1,293.88)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423201	Life Insurance	9317	15001	Grants Program	SDMC4	4931004203	5201000000	22.23 Budget - IDEA Project 42	0000078587	(32,304.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	5,684.60
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	424001	Worker's Compensation	9317	15001	Grants Program	SDMC4	4931004203	5201000000	22.23 Budget - IDEA Project 42	0000078587	(2,438.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	431001	Prof & Technical Services	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	964,707.60
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	433001	Local Travel	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	14,221.25
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	436901	Technology-Related Rentals	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	26,882.38
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	437010	Postage	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	(100.00)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439001	Other Purchased Services	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	236,976.50
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439002	Printing	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	218.72
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2101	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	2,615.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	15,503.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2104	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	41,649.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2120	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	15,426.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	8,592.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2122	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	2,988.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2123	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	14,756.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2124	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	11,954.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2131	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	15,646.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2141	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	2,988.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2161	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	2,428.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	39,225.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	2181	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	10,833.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	(144,227.03)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	451001	Supplies	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	118,720.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	464101	Capitalized FF&E	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	1,531.02
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	464201	Non-Capitalized FF&E	9310	15001	Grants Program	SDMC4	4931004203	5200000000	22.23 Budget - IDEA Project 42	0000078587	1,749.74
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	412101	Teachers Regular Pay	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	30,616.12
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	415101	Teacher Aides Regular Pay	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	7,428.38
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	4,530.64
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	422001	FICA	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	2,910.08
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	5,040.77
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	83.59
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	380.94
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	5,203.35
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	451001	Supplies	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	2,214.23
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	464101	Capitalized FF&E	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	1,055.48
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	464201	Non-Capitalized FF&E	9310	15001	Grants Program	SDMC4	4931004213	5200000000	22.23 Budget - IDEA Project 42	0000078591	1,217.18
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	415101	Teacher Aides Regular Pay	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Initial Bgt	0000078832	41,331.84
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	421103	Retirement System	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Initial Bgt	0000078832	4,922.62
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	422001	FICA	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Initial Bgt	0000078832	3,161.89
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423101	Health & Hospitalizations	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Initial Bgt	0000078832	7,423.74
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423201	Life Insurance	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Initial Bgt	0000078832	90.93
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	424001	Worker's Compensation	0261	15001	Grants Program	SDMC4	4930504383	5200000000	UniSIG Initial Bgt	0000078832	413.32
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436002	Rentals Software	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Moving funds to purchase typin	0000078025	760.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Moving funds to purchase typin	0000078025	(760.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	53010	Career Education - 9-12	451001	Supplies	0761	15001	Grants Program	SDMC4	4932304743	5300000000	4743 GEERS Final Report	0000078526	(490.35)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	53010	Career Education - 9-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304743	5300000000	4743 GEERS Final Report	0000078526	490.35
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53010	Career Education - 9-12	437011	Postage	9323	15001	Grants Program	SDMC4	4932304743	5300000000	4743 GEERS Final Report	0000078526	(18.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53010	Career Education - 9-12	439002	Printing	9323	15001	Grants Program	SDMC4	4932304743	5300000000	4743 GEERS Final Report	0000078526	25.78
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53010	Career Education - 9-12	464901	Tech FF&E Non Capitalized	9323	15001	Grants Program	SDMC4	4932304743	5300000000	4743 GEERS Final Report	0000078526	(7.78)

Special Revenue
September 2022 Budget Amendment Detail

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	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	53010	Career Education - 9-12	451001	Supplies	0761	15001	Grants Program	SDMC4	4932304743	5300000000	GEERS cost center correction	0000078529	490.35
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	53010	Career Education - 9-12	451001	Supplies	0762	15001	Grants Program	SDMC4	4932304743	5300000000	GEERS cost center correction	0000078529	(490.35)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	412101	Teachers Regular Pay	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(2,795.40)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(317.20)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	422001	FICA	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(204.80)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(272.10)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	423201	Life Insurance	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(4.40)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	424001	Worker's Compensation	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(31.20)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	431001	Prof & Technical Services	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	5,369.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	451001	Supplies	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(306.83)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	452001	Textbooks	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	7,509.18
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	464201	Non-Capitalized FF&E	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	0.35
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	464801	Tech FF&E Capitalized	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(2,016.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	464901	Tech FF&E Non Capitalized	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(255.41)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	53500	Instruction-Career&TechnicalED	473001	Dues and Fees	0211	15001	Grants Program	SDMC4	4021104741	5350000000	4741 Rapid Credential Cvr Neg	0000078568	(6,675.19)
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	53500	Instruction-Career&TechnicalED	479001	Miscellaneous Expense	0211	15001	Grants Program	SDMC4	4021104013	5350000000	PELL 2023 Initial Bgt	0000078611	468,918.50
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53500	Instruction-Career&TechnicalED	473001	Dues and Fees	9323	15001	Grants Program	SDMC4	4932304823	5350000000	BT2 FARMWORKERS open 473001- a	0000078921	-
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	416301	NCH Regular Pay	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT1 4143 Adult IELCE Amendment	0000078456	600.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT1 4143 Adult IELCE Amendment	0000078456	2,932.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	452001	Textbooks	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT1 4143 Adult IELCE Amendment	0000078456	23,892.00
2	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	473001	Dues and Fees	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT1 4143 Adult IELCE Amendment	0000078456	2,460.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	452001	Textbooks	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 Adult IELCE reference to B	0000078470	224.37
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 Adult IELCE; correct BT1 7	0000078475	(702.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	412201	P/T with FRS Regular Pay	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	8,044.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	958.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	422001	FICA	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	616.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	1,027.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	423201	Life Insurance	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	17.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	424001	Worker's Compensation	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	80.00
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	431001	Prof & Technical Services	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	(6,210.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	431002	Prof & Technical Serv-Subs	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	(1,548.00)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	(2,010.13)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	452001	Textbooks	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE Amend 2	0000079268	(267.41)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 for transfer of PAY_7	0000079514	(32.14)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	422001	FICA	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 for transfer of PAY_7	0000079514	(12.68)
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 for transfer of PAY_7	0000079514	44.82
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE	0000079556	64.28
2	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104142	5400000000	BT2 4142 Adult IELCE	0000079556	(64.28)
																				4,828,444.95
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439001	Other Purchased Services	0601	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Moody ES Transfering F	0000078260	1,340.00
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439001	Other Purchased Services	0861	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Lincoln	0000078274	(588.50)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0861	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Lincoln	0000078274	588.50
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504572	6130000000	ARP ESSER	0000078291	(6,000.00)
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	413401	Other Cert Regular Pay	0211	15001	Grants Program	SDMC4	4021104143	6120000000	BT1 4143 Adult IELCE Amendment	0000078456	31,250.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104143	6120000000	BT1 4143 Adult IELCE Amendment	0000078456	3,722.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	422001	FICA	0211	15001	Grants Program	SDMC4	4021104143	6120000000	BT1 4143 Adult IELCE Amendment	0000078456	2,391.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104143	6120000000	BT1 4143 Adult IELCE Amendment	0000078456	4,141.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	423201	Life Insurance	0211	15001	Grants Program	SDMC4	4021104143	6120000000	BT1 4143 Adult IELCE Amendment	0000078456	69.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	424001	Worker's Compensation	0211	15001	Grants Program	SDMC4	4021104143	6120000000	BT1 4143 Adult IELCE Amendment	0000078456	313.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104143	6120000000	BT1 4143 Adult IELCE Amendment	0000078456	2,932.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	473001	Dues and Fees	0211	15001	Grants Program	SDMC4	4021104143	6120000000	BT1 4143 Adult IELCE Amendment	0000078456	1,050.00
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	415102	Teacher Aides Overtime Pay	0381	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Pt A-Payroll Lines	0000078567	-
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	411101	Adm/Direct Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	3,790.82
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	415101	Teacher Aides Regular Pay	2011	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	73,535.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	415101	Teacher Aides Regular Pay	2083	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	19,401.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	415101	Teacher Aides Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	(72,609.23)
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	416101	NB Support Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	22,371.55

Special Revenue
September 2022 Budget Amendment Detail

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	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	5,537.79
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	422001	FICA	9310	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	3,556.11
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	6,159.54
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	102.66
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004203	6130000000	22.23 Budget - IDEA Project 42	0000078587	465.36
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	413300	Salary Guidance Counselor Serv	9310	15001	Grants Program	SDMC4	4931004203	6190000000	22.23 Budget - IDEA Project 42	0000078587	(31,672.40)
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004203	6190000000	22.23 Budget - IDEA Project 42	0000078587	(3,772.03)
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	422001	FICA	9310	15001	Grants Program	SDMC4	4931004203	6190000000	22.23 Budget - IDEA Project 42	0000078587	(288.56)
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004203	6190000000	22.23 Budget - IDEA Project 42	0000078587	(424.35)
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004203	6190000000	22.23 Budget - IDEA Project 42	0000078587	(8.30)
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004203	6190000000	22.23 Budget - IDEA Project 42	0000078587	(37.72)
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61410	Psychological Services	413101	Occup Spec Regular Pay	9310	15001	Grants Program	SDMC4	4931004213	6140000000	22.23 Budget - IDEA Project 42	0000078591	39,036.75
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61410	Psychological Services	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004213	6140000000	22.23 Budget - IDEA Project 42	0000078591	3,552.69
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61410	Psychological Services	422001	FICA	9310	15001	Grants Program	SDMC4	4931004213	6140000000	22.23 Budget - IDEA Project 42	0000078591	2,281.87
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61410	Psychological Services	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004213	6140000000	22.23 Budget - IDEA Project 42	0000078591	3,952.55
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61410	Psychological Services	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004213	6140000000	22.23 Budget - IDEA Project 42	0000078591	65.64
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61410	Psychological Services	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004213	6140000000	22.23 Budget - IDEA Project 42	0000078591	298.19
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61410	Psychological Services	451001	Supplies	9310	15001	Grants Program	SDMC4	4931004213	6140000000	22.23 Budget - IDEA Project 42	0000078591	1,200.77
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	437010	Postage	9310	15001	Grants Program	SDMC4	4931004213	6150000000	22.23 Budget - IDEA Project 42	0000078591	461.10
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	413401	Other Cert Regular Pay	9310	15001	Grants Program	SDMC4	4931004213	6190000000	22.23 Budget - IDEA Project 42	0000078591	16,725.17
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004213	6190000000	22.23 Budget - IDEA Project 42	0000078591	1,991.68
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	422001	FICA	9310	15001	Grants Program	SDMC4	4931004213	6190000000	22.23 Budget - IDEA Project 42	0000078591	1,279.62
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004213	6190000000	22.23 Budget - IDEA Project 42	0000078591	36.82
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004213	6190000000	22.23 Budget - IDEA Project 42	0000078591	2,216.23
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004213	6190000000	22.23 Budget - IDEA Project 42	0000078591	167.31
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	431001	Prof & Technical Services	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Adjust Budget Lines	0000078615	(32,000.00)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	451001	Supplies	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Adjust Budget Lines	0000078615	32,000.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504073	6150000000	Title III Immigrant Initl Bgt	0000078640	10,000.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504073	6150000000	Title III Immigrant Initl Bgt	0000078640	1,191.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	9305	15001	Grants Program	SDMC4	4930504073	6150000000	Title III Immigrant Initl Bgt	0000078640	765.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504073	6150000000	Title III Immigrant Initl Bgt	0000078640	100.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	55,180.73
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	2,468.79
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	6,866.05
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	422001	FICA	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	4,410.20
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	8,828.92
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	121.40
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	576.49
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	220.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	437011	Postage	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	660.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	439002	Printing	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	1,100.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Pt A 75% Intl Bgt	0000078642	440.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	439401	Dist to Charter-NonFEFP	2123	15001	Grants Program	SDMC4	4930504113	6120000000	Title IV Pt A 75% Intl Bgt	0000078642	12,081.97
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	415101	Teacher Aides Regular Pay	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	24,772.21
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	2,950.37
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	1,895.07
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	6,316.91
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	54.50
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	247.72
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	220.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	437011	Postage	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	660.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	439002	Printing	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	1,175.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504113	6130000000	Title IV Pt A 75% Intl Bgt	0000078642	440.00
3	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61410	Psychological Services	439401	Dist to Charter-NonFEFP	2120	15001	Grants Program	SDMC4	4930504113	6140000000	Title IV Pt A 75% Intl Bgt	0000078642	7,658.16
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	421103	Retirement System	9317	15001	Grants Program	SDMC4	4931704521	6190000000	SCAT Adjust Indirect Costs	0000078646	28.92
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	423101	Health & Hospitalizations	9317	15001	Grants Program	SDMC4	4931704521	6190000000	SCAT Adjust Indirect Costs	0000078646	16.90
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	423201	Life Insurance	9317	15001	Grants Program	SDMC4	4931704521	6190000000	SCAT Adjust Indirect Costs	0000078646	0.35
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	424001	Worker's Compensation	9317	15001	Grants Program	SDMC4	4931704521	6190000000	SCAT Adjust Indirect Costs	0000078646	0.01

Special Revenue
September 2022 Budget Amendment Detail

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	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	431001	Prof & Technical Services	9317	15001	Grants Program	SDMC4	4931704521	6190000000	SCAT Adjust Indirect Costs	0000078646	2,500.00
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	459001	Other Materials and Supplies	9317	15001	Grants Program	SDMC4	4931704521	6190000000	SCAT Adjust Indirect Costs	0000078646	1,280.56
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	415102	Teacher Aides Overtime Pay	0381	15001	Grants Program	SDMC4	4930504323	6159000000	T-I Pt A Payroll Lines	0000078658	-
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	423101	Health & Hospitalizations	9323	15001	Grants Program	SDMC4	4932304822	6190000000	BT2 4822 Farmworkers	0000079018	83.64
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	423201	Life Insurance	9323	15001	Grants Program	SDMC4	4932304822	6190000000	BT2 4822 Farmworkers	0000079018	(57.02)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304822	6190000000	BT2 4822 Farmworkers	0000079018	(26.62)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304822	6190000000	BT2 4822 FW cleanup	0000079019	48.89
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	422001	FICA	9323	15001	Grants Program	SDMC4	4932304822	6190000000	BT2 4822 FW cleanup	0000079019	(38.97)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61910	Other Student Support Services	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304822	6190000000	BT2 4822 FW cleanup	0000079019	(9.92)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104142	6120000000	BT2 4142 Adult IELCE Amend 2	0000079268	(1,075.46)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Cvr Negatives	0000079466	(684.71)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Cvr Negatives	0000079466	(81.55)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	422001	FICA	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Cvr Negatives	0000079466	(52.38)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Cvr Negatives	0000079466	585.46
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Cvr Negatives	0000079466	(1.50)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Cvr Negatives	0000079466	(6.85)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Cvr Negatives	0000079466	250.00
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	439002	Printing	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Cvr Negatives	0000079466	50.00
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504093	6130000000	Title IX Cvr Negatives	0000079466	(25.00)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Cvr Negatives	0000079466	(207.29)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Cvr Negatives	0000079466	(24.69)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Cvr Negatives	0000079466	(15.86)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Cvr Negatives	0000079466	(588.70)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Cvr Negatives	0000079466	(0.45)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Cvr Negatives	0000079466	(2.07)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Cvr Negatives	0000079466	(94.20)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	437011	Postage	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Cvr Negatives	0000079466	(20.80)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I, Pt C Cover Neg	0000079468	129,603.93
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I, Pt C Cover Neg	0000079468	15,435.83
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I, Pt C Cover Neg	0000079468	9,914.71
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I, Pt C Cover Neg	0000079468	22,456.80
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I, Pt C Cover Neg	0000079468	285.13
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I, Pt C Cover Neg	0000079468	1,296.05
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Pt C Cover Neg	0000079468	(129,603.93)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Pt C Cover Neg	0000079468	(15,435.83)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Pt C Cover Neg	0000079468	(9,914.71)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Pt C Cover Neg	0000079468	(22,456.80)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Pt C Cover Neg	0000079468	(285.13)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Pt C Cover Neg	0000079468	(1,296.05)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Pt C Cover Neg	0000079468	(100.00)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Pt C Cover Neg	0000079468	(28.59)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Pt C Cover Neg	0000079468	183.78
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	6150000000	Title III ESOL Cvr Neg	0000079470	(300.00)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	433003	Out of County Travel	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Cvr Travel	0000079529	65.00
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	0381	15001	Grants Program	SDMC4	4930504323	6159000000	T-I Misc CC's Cvr Negatives	0000079533	18.00
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	0411	15001	Grants Program	SDMC4	4930504323	6159000000	T-I Misc CC's Cvr Negatives	0000079533	1.00
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	0601	15001	Grants Program	SDMC4	4930504323	6150000000	T-I Misc CC's Cvr Negatives	0000079533	1.00
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0381	15001	Grants Program	SDMC4	4930504323	6159000000	T-I Misc CC's Cvr Negatives	0000079533	(18.00)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0411	15001	Grants Program	SDMC4	4930504323	6159000000	T-I Misc CC's Cvr Negatives	0000079533	(1.00)
3	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439001	Other Purchased Services	0061	15001	Grants Program	SDMC4	4930504323	6150000000	T-I Bayshore Elem Cvr Exp	0000079630	1,959.50
																				295,593.50
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	459001	Other Materials and Supplies	0521	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A - Tillman Eleme	0000077592	8,000.00
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	411101	Adm/Direct Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	187,142.44
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	411101	Adm/Direct Regular Pay	9317	15001	Grants Program	SDMC4	4931004203	6301000000	22.23 Budget - IDEA Project 42	0000078587	260,236.62
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	2011	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	85,538.00
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	322,607.96
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9317	15001	Grants Program	SDMC4	4931004203	6301000000	22.23 Budget - IDEA Project 42	0000078587	45,348.74

Special Revenue
September 2022 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416101	NB Support Regular Pay	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	53,057.72
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	77,217.61
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9317	15001	Grants Program	SDMC4	4931004203	6301000000	22.23 Budget - IDEA Project 42	0000078587	(1,393.37)
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	49,598.11
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9317	15001	Grants Program	SDMC4	4931004203	6301000000	22.23 Budget - IDEA Project 42	0000078587	(895.00)
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	85,906.30
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9317	15001	Grants Program	SDMC4	4931004203	6301000000	22.23 Budget - IDEA Project 42	0000078587	(1,550.57)
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	1,426.25
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9317	15001	Grants Program	SDMC4	4931004203	6301000000	22.23 Budget - IDEA Project 42	0000078587	(25.48)
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	21,504.02
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9317	15001	Grants Program	SDMC4	4931004203	6301000000	22.23 Budget - IDEA Project 42	0000078587	9,707.42
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433001	Local Travel	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	(18,000.00)
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433003	Out of County Travel	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	(7,081.39)
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	437010	Postage	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	515.81
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439002	Printing	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	(377.36)
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	451001	Supplies	9310	15001	Grants Program	SDMC4	4931004203	6300000000	22.23 Budget - IDEA Project 42	0000078587	1,093.59
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	66,570.88
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416101	NB Support Regular Pay	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	5,530.76
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	8,587.13
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	5,515.95
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	3,306.53
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	54.84
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	249.36
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433001	Local Travel	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	720.46
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439001	Other Purchased Services	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	500.32
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	451001	Supplies	9310	15001	Grants Program	SDMC4	4931004213	6300000000	22.23 Budget - IDEA Project 42	0000078591	823.67
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	411201	Other SAMP Regular Pay	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Pt A 75% Intl Bgt	0000078642	12,927.85
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Pt A 75% Intl Bgt	0000078642	1,539.71
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Pt A 75% Intl Bgt	0000078642	988.98
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Pt A 75% Intl Bgt	0000078642	1,712.94
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Pt A 75% Intl Bgt	0000078642	28.44
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Pt A 75% Intl Bgt	0000078642	129.28
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	6300000000	Title I, Pt C Cover Neg	0000079468	(5.19)
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	3,322.10
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	350.93
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	391.75
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	251.63
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	1,784.50
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	7.25
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	32.89
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	736.90
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433005	Out of State Travel	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	4,200.00
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	437011	Postage	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	2.01
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	(876.37)
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III ESOL Cvr Neg	0000079470	(665.08)
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004033	6300000000	BT2 4033 sednet	0000079526	(38.22)
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004033	6300000000	BT2 4033 sednet	0000079526	38.22
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004043	6300000000	BT2 4043 SEDNET	0000079528	(20.59)
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004043	6300000000	BT2 4043 SEDNET	0000079528	20.59
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	142,155.56
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	4,000.00
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	17,407.13
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	11,180.90
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	21,323.33
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	312.74
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	1,461.56
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433001	Local Travel	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	5,598.17
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433003	Out of County Travel	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	1,000.00

Special Revenue
September 2022 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	451001	Supplies	9318	15001	Grants Program	SDMC4	4931804263	6300000000	T-I Pt D Initial Bgt	0000079645	1,256.08
4	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III, ESOL Cvr Neg	0000079691	636.30
																				1,504,629.61
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	433001	Local Travel	9308	15001	Grants Program	SDMC4	4930804482	6400000000	In-District Travel Expenses re	0000077468	5,000.00
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	433003	Out of County Travel	9308	15001	Grants Program	SDMC4	4930804482	6400000000	In-District Travel Expenses re	0000077468	(5,000.00)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	431002	Prof & Technical Serv-Subs	0072	15001	Grants Program	SDMC4	4930504323	6400000000	Bayshore HS - Cvr Sub Teachers	0000077867	306.50
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433003	Out of County Travel	0072	15001	Grants Program	SDMC4	4930504323	6400000000	Bayshore HS - Cvr Sub Teachers	0000077867	(306.50)
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	412109	Teachers Other	9308	15001	Grants Program	SDMC4	4930804513	6400000000	ESSER HIITS Budget	0000078022	18,630.00
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930804513	6400000000	ESSER HIITS Budget	0000078022	28,500.00
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930804513	6400000000	ESSER HIITS Budget	0000078022	5,613.18
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804513	6400000000	ESSER HIITS Budget	0000078022	3,632.25
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930804513	6400000000	ESSER HIITS Budget	0000078022	471.30
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	431001	Prof & Technical Services	9308	15001	Grants Program	SDMC4	4930804513	6400000000	ESSER HIITS Budget	0000078022	525,000.00
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	9308	15001	Grants Program	SDMC4	4930804513	6400000000	ESSER HIITS Budget	0000078022	125,336.52
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	451001	Supplies	9308	15001	Grants Program	SDMC4	4930804513	6400000000	ESSER HIITS Budget	0000078022	211.80
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	473001	Dues and Fees	9308	15001	Grants Program	SDMC4	4930804513	6400000000	ESSER HIITS Budget	0000078022	29,000.00
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433003	Out of County Travel	0072	15001	Grants Program	SDMC4	4930504323	6400000000	Title I Part A Bayshore High	0000078273	(143.24)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439002	Printing	0072	15001	Grants Program	SDMC4	4930504323	6400000000	Title I Part A Bayshore High	0000078273	143.24
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504323	6401100000	T-I Community Christian Cvr Ex	0000078525	1,750.00
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	423101	Health & Hospitalizations	0261	15001	Grants Program	SDMC4	4930504323	6400000015	Title I Pt A-Payroll Lines	0000078567	-
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	423201	Life Insurance	0261	15001	Grants Program	SDMC4	4930504323	6400000015	Title I Pt A-Payroll Lines	0000078567	-
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	431001	Prof & Technical Services	9305	15001	Grants Program	SDMC4	4930504073	6400000000	Title III Immigrant Initl Bgt	0000078640	12,250.00
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504113	6400000000	Title IV Pt A 75% Intl Bgt	0000078642	48,768.68
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504113	6400000000	Title IV Pt A 75% Intl Bgt	0000078642	5,808.35
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	422001	FICA	9305	15001	Grants Program	SDMC4	4930504113	6400000000	Title IV Pt A 75% Intl Bgt	0000078642	3,730.80
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504113	6400000000	Title IV Pt A 75% Intl Bgt	0000078642	487.69
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2120	15001	Grants Program	SDMC4	4930504113	6400000000	Title IV Pt A 75% Intl Bgt	0000078642	4,630.50
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4930504113	6400000000	Title IV Pt A 75% Intl Bgt	0000078642	3,486.57
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504113	6400000000	Title IV Pt A 75% Intl Bgt	0000078642	(1,008.11)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	412101	Teachers Regular Pay	9305	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Pt A FP&G NCH Bgt Corr	0000078644	(28,000.00)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	415101	Teacher Aides Regular Pay	9305	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Pt A FP&G NCH Bgt Corr	0000078644	(5,000.00)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Pt A FP&G NCH Bgt Corr	0000078644	33,000.00
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	423101	Health & Hospitalizations	0261	15001	Grants Program	SDMC4	4930504323	6400000015	T-I Pt A Payroll Lines	0000078658	-
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	423201	Life Insurance	0261	15001	Grants Program	SDMC4	4930504323	6400000015	T-I Pt A Payroll Lines	0000078658	-
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	44,242.87
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	65,000.00
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	0151	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	5,269.33
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	7,741.50
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	422001	FICA	0151	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	3,384.58
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	422001	FICA	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	4,972.50
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	442.43
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	650.00
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	431001	Prof & Technical Services	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	3,000.00
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2161	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	33,280.55
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	451001	Supplies	0151	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	6,362.63
5	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	451001	Supplies	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Initial Bgt	0000078832	6,836.44
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Cvr Salaries	0000079005	65,000.00
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Cvr Salaries	0000079005	(65,000.00)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Partial Reversal Journa	0000079012	(65,000.00)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	0261	15001	Grants Program	SDMC4	4930504383	6400000000	UniSIG Partial Reversal Journa	0000079012	65,000.00
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	433005	Out of State Travel	9305	15001	Grants Program	SDMC4	4930504572	6400000000	ESSER Homeless ARP	0000079374	(247.00)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504572	6400000000	ESSER Homeless ARP	0000079374	247.00
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433003	Out of County Travel	0731	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Misc CC's Cvr Neg	0000079415	436.48
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	451001	Supplies	0421	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Misc CC's Cvr Neg	0000079415	(209.54)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	433005	Out of State Travel	9305	15001	Grants Program	SDMC4	4930504572	6400000000	ESSER Homeless ARP	0000079465	(449.00)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504572	6400000000	ESSER Homeless ARP	0000079465	449.00
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504093	6400000000	Title IX Cvr Negatives	0000079466	458.51

Special Revenue
September 2022 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	431001	Prof & Technical Services	9305	15001	Grants Program	SDMC4	4930504053	6400000000	Title III ESOL Cvr Neg	0000079470	(1,655.29)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433003	Out of County Travel	9305	15001	Grants Program	SDMC4	4930504053	6400000000	Title III ESOL Cvr Neg	0000079470	1,251.19
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433005	Out of State Travel	9305	15001	Grants Program	SDMC4	4930504053	6400000000	Title III ESOL Cvr Neg	0000079470	1,352.06
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	6400000000	Title III ESOL Cvr Neg	0000079470	(252.02)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504053	6400000000	Title III ESOL Cvr Neg	0000079470	1,200.00
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433003	Out of County Travel	0761	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Misc CC's Cvr Negatives	0000079533	(15.00)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0061	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Bayshore Elem Cvr Exp	0000079630	(301.79)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	0061	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Bayshore Elem Cvr Exp	0000079630	(37.72)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	422001	FICA	0061	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Bayshore Elem Cvr Exp	0000079630	(23.09)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	423101	Health & Hospitalizations	0061	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Bayshore Elem Cvr Exp	0000079630	(46.78)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	423201	Life Insurance	0061	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Bayshore Elem Cvr Exp	0000079630	(0.66)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	0061	15001	Grants Program	SDMC4	4930504323	6400000000	T-I Bayshore Elem Cvr Exp	0000079630	(3.66)
5	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	431002	Prof & Technical Serv-Subs	0061	15001	Grants Program	SDMC4	4930504323	6400006400	T-I Bayshore Elem Cvr Exp	0000079630	(538.09)
																				999,096.96
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	53,292.86
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	6,347.18
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	422001	FICA	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	4,076.91
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	9,859.18
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	117.24
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	532.93
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	75.00
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	439002	Printing	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	629.00
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	281.13
6	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Pt A 75% Intl Bgt	0000078642	308.00
																				75,519.43
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	44601	Other ARP Act Relief	72010	General Administration (Super)	479005	Indirect Costs	9308	15001	Grants Program	SDMC4	4930804513	7200000000	ESSER HIITS Budget	0000078022	30,854.95
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104143	7200000000	BT1 4143 Adult IELCE Amendment	0000078456	3,257.00
7	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104142	7200000000	BT2 Adult IELCE reference to B	0000078470	(224.37)
7	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104142	7200000000	BT2 Adult IELCE; correct BT1 7	0000078475	702.00
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9310	15001	Grants Program	SDMC4	4931004203	7200000000	22.23 Budget - IDEA Project 42	0000078587	15,682.16
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9310	15001	Grants Program	SDMC4	4931004213	7200000000	22.23 Budget - IDEA Project 42	0000078591	7,813.95
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504073	7200000000	Title III Immigrant Initl Bgt	0000078640	11,368.58
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504113	7200000000	Title IV Pt A 75% Intl Bgt	0000078642	30,287.62
7	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9317	15001	Grants Program	SDMC4	4931704521	7200000000	SCAT Adjust Indirect Costs	0000078646	(3,826.74)
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0151	15001	Grants Program	SDMC4	4930504383	7200000000	UniSIG Initial Bgt	0000078832	9,211.42
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0261	15001	Grants Program	SDMC4	4930504383	7200000000	UniSIG Initial Bgt	0000078832	9,897.38
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	2161	15001	Grants Program	SDMC4	4930504383	7200000000	UniSIG Initial Bgt	0000078832	1,394.45
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504383	7200000000	UniSIG Initial Bgt	0000078832	1,190.87
7	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504932	7200000000	Title I, Pt C Cvr Exp	0000079006	(826.38)
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9323	15001	Grants Program	SDMC4	4932304153	7200000000	BT1 4153 21st century Manatee	0000079176	12,064.00
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9323	15001	Grants Program	SDMC4	4932304173	7200000000	BT1 4173 21ST CENT Lincoln & L	0000079182	20,108.00
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9323	15001	Grants Program	SDMC4	4932304183	7200000000	BT1 21ST CENT Palm View K8 Bud	0000079252	8,898.00
7	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104142	7200000000	BT2 4142 Adult IELCE Amend 2	0000079268	369.00
7	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9318	15001	Grants Program	SDMC4	4931804263	7200000000	T-I Pt D Initial Bgt	0000079645	9,789.29
																				168,011.18
8	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT1 4143 Adult IELCE Amendment	0000078456	1,466.00
8	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	473001	Dues and Fees	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT1 4143 Adult IELCE Amendment	0000078456	525.00
																				1,991.00
9	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG	0000077200	-
9	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG	0000077200	-
9	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG	0000077200	-
9	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG	0000077200	-
9	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG	0000077200	-
9	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG	0000077200	-

Special Revenue
September 2022 Budget Amendment Detail

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
9	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG Initial Bgt	0000078832	20,855.32
9	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG Initial Bgt	0000078832	2,483.87
9	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG Initial Bgt	0000078832	1,595.43
9	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG Initial Bgt	0000078832	3,232.58
9	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG Initial Bgt	0000078832	45.88
9	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504383	7500000000	UniSIG Initial Bgt	0000078832	208.55
																				28,421.63
10	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	77010	Central Services	473001	Dues and Fees	9310	15001	Grants Program	SDMC4	4931004203	7730000000	22.23 Budget - IDEA Project 42	0000078587	(5,700.00)
10	3	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	77310	Personnel Services	473001	Dues and Fees	9310	15001	Grants Program	SDMC4	4931004203	7730000000	22.23 Budget - IDEA Project 42	0000078587	15,700.00
10	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77310	Personnel Services	433003	Out of County Travel	9305	15001	Grants Program	SDMC4	4930504093	7730000000	Title IX Cvr Negatives	0000079466	-
10	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77310	Personnel Services	433005	Out of State Travel	9305	15001	Grants Program	SDMC4	4930504093	7730000000	Title IX Cvr Negatives	0000079466	(35.00)
10	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77310	Personnel Services	433005	Out of State Travel	9305	15001	Grants Program	SDMC4	4930504093	7730000000	Title IX Cvr Travel	0000079529	(65.00)
																				9,900.00
11	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	439001	Other Purchased Services	9305	15001	Grants Program	SDMC4	4930504093	7800000000	Title IX Cvr Negatives	0000079466	(7.90)
11	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	436001	Rentals	9305	15001	Grants Program	SDMC4	4930504572	7800000000	ESSER Homeless Cvr Neg	0000079693	(12,868.13)
																				(12,876.03)
12	3	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44101	CRRSA Act ESSER	79010	Operation of Plant	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504370	5100000000	ESSER Charter School Amendment	0000078262	**(23,165.81)**

Food Service Fund
September 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,771,125)	(12,771,125)	-	0.00%	
30X	Revenue	(33,876,911)	(33,878,684)	(1,773)	0.01%	
76X	Food Services	33,676,166	33,676,166	-	0.00%	
9XX	Unappropriated Fund Balances	12,971,870	12,973,643	1,773	0.01%	

AGENDA ITEM NO. 13.2

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on December 13, 2022

Executive Summary
The purpose of the requested amendments is to update the following School Board policies to conform to current legislation and eliminate redundant and obsolete language. The effect is that policies will be current and easier to understand and use.

Policy 1232/3232/4232 - Political Activities (Revised)

Policy 6480 - Expenditures (Revised)

Policy 6233 - District Budget (Revised)

Policy 8405 - School Safety and Security (Revised)

Policy 8407 - Safe-Schools Officers (Revised)

Policy 8420 - Emergency Management, Emergency Preparedness, and Emergency Response Agencies (Revised)

Policy 8660 - Alternative Transportation Methods (Revised)

Policies will be electronically published, hyperlinked and keyword searchable.

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54(3)(a)1, Florida Statutes (2021).

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

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Equitable Recruitment & Retention | Goal 4
Develop a district-wide Professional Learning System.

Inclusive Culture & Engagement | Goal 3
Expand diversity and inclusion initiatives across the school district for employees and students.

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

Recommendation
The Superintendent recommends approval of advertising a notice of intent to amend School Board Policies and setting a Public Hearing at the Board Meeting on December 13, 2022.

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 the 2022-2023 school year.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
2022-11-08 Policies for December 13, 2022 Public Hearing

Approval of Advertising a Notice of Intent to Adopt a New Policy and Amend and School Board Policies and Setting a Public Hearing at the Board Meeting on December 13, 2022

Policy 1232/3232/4232 - Political Activities (Revised)
Policy 6480 - Expenditures (Revised)

- HB 921 amended F.S. 106.113 (Expenditures by Local Governments) to further limit the expenditure or acceptance of public funds for communications sent to electors concerning an issue, referendum, or amendment, including any state question, that is subject to a vote of the electors. These amendments are addressed through the proposed revisions to Policies 1232, 3232, 4232, and 6480.

Policy 6233 - District Budget (Revised)

- SB 2524 amended statutory language regarding the type of categorical fund expenditures that are permitted when a school board determines appropriations are urgently needed to maintain board-specified academic classroom instruction or to improve school safety. The revisions to Policy 6233 reflect these statutory amendments.

Policy 8405 - School Safety and Security (Revised)

- HB 1421 requires that the Superintendent certify to the Florida Department of Education by July 1 of each year that at least 80% of school personnel in elementary, middle, and high schools received youth mental health awareness and assistance training.

Policy 8407 - Safe-Schools Officers (Revised)

- The revisions to Policy 8407 are the result of HB 1421. HB 1421 modified language in F.S. 1006.12 (Safe-School Officers at Each Public School) related to school resource officer training, crisis intervention training, the power of school safety officers to make arrests on certain property, notification responsibilities related to safe-school officer misconduct, discipline, and firearm discharge.

Policy 8420 - Emergency Management, Emergency Preparedness, and Emergency Response Agencies (Revised)

- HB 1421, among other things, amended various requirements related to the duties of school boards to manage various emergencies. The proposed revisions to Policy 8420 now specify that the school board's emergency management-related procedures and various emergency drills must meet the requirements of State Board of Education rules. With respect to active assailant emergency drills and in accord with HB 1421, Policy 8420 states that law enforcement officers responsible for responding to schools in the event of an active assailant emergency must be physically present on campus and directly involved in the execution of active assailant emergency drills. The school district's School Safety Specialist is also required to notify law enforcement at least 24 hours before conducting an active assailant emergency drills at which law enforcement officers are expected to attend.

- The amendments to F.A.C. Rule 6A-1.0018 also required that Policy 8420 be revised to incorporate provisions related to Alyssa's Alert/a Mobile Panic Alert System.

Policy 8660 - Alternative Transportation Methods (Revised)

- SB 2524 amended F.S. 1006.22 (Safety and Health of Students Being Transported) to modify the specifications for the type of vehicles that can be utilized when transportation of students is provided in a vehicle other than a school bus that is owned, operated, rented, contracted, or leased by a school district.

1232 - **POLITICAL ACTIVITIES**

Pursuant to State law, administrative staff members who are employed by the School Board shall not participate in any political campaign for an elective office while on duty.

Pursuant to State law and Board Policy 6480, administrative staff members may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or **any other** ~~electioneering~~ communication **sent to electors** concerning an issue, referendum, or amendment, including State questions that are subject to a vote of the electors.

Pursuant to F.S. 106.011:

A. **"Political advertisement" means a paid expression in a "communications medium," whether radio, television, newspaper, magazine, periodical, campaign literature, direct mail, or display or by means other than the spoken word in direct conversation, which expressly advocates the election or defeat of a candidate or the approval or rejection of an issue. However, political advertisement does not include:**

   1. **a statement by an organization, in existence before the time during which a candidate qualifies or an issue is placed on the ballot for that election, in support of or opposition to a candidate or issue, in that organization's newsletter, which newsletter is distributed only to the members of that organization;**

   2. **editorial endorsements by a newspaper, a radio or television station, or any other recognized news medium.**

B. **"Communications medium" means broadcasting stations, newspapers, magazines, outdoor advertising facilities, printers, direct mail, advertising agencies, the Internet, and telephone companies; but with respect to telephones, an expenditure is deemed to be an expenditure for the use of communications media only if made for the costs of telephones, paid telephonists, or automatic telephone equipment to be used by a candidate or a political committee to communicate with potential voters but excluding the costs of telephones incurred by a volunteer for use of telephones by such volunteer; however, with respect to the Internet, an expenditure is deemed an expenditure for use of communications media only if made for the cost of creating or disseminating a message on a computer information system accessible by more than one person but excluding internal communications of a campaign or of any group.**

~~**Pursuant to F.S. 106.011, "electioneering communication" shall mean any communication that is publicly distributed by a television station, radio station, cable television station, satellite system, newspaper, magazine, direct mail, or telephone. In order to qualify as an electioneering communication, the communication must also be characterized by the following:**~~

A. ~~**refers to or depicts a clearly identified candidate for office without expressly advocating the election or defeat of a candidate, but is susceptible to no reasonable interpretation other than an appeal or against a specific candidate;**~~

B. ~~**is made within thirty (30) days before a primary or special primary election or sixty (60) days before any other election for the office sought by the candidate; and**~~

C. ~~**is targeted to the relevant electorate in the geographic area the candidate would represent if elected.**~~

Therefore, administrative staff members who engage in political activities or hold public office shall not use time, facilities, or personnel of the school system to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery or supplies, the use of secretarial help, or any other school facilities or personnel is strictly prohibited. Telephone use for such political activities during duty hours shall be confined to an emergency only, and then only in such manner as shall not conflict with the administrative staff member's school related duties. Additionally, administrative staff members who engage in political activities or hold public office are expected to discourage constituents, or other persons with whom they are associated with in their political capacities, from making telephone calls to them during duty hours.

Administrative staff who declare themselves candidates for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of State law and this policy.

All candidates for public office may be granted personal leave without pay. The administrative staff member's request for leave shall be submitted according to the established procedure.

Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public official and public employees.

An administrative staff member who is a successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent after the election and thereafter, when deemed necessary by the Superintendent or Board, to evaluate the compatibility of the dual responsibility and the need for personal leave without pay.

F.S. 104.31
F.S. 106.113
F.S. 110.233
F.A.C. 60L-36.002

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3232 - **POLITICAL ACTIVITIES**

Pursuant to State law, instructional staff members who are employed by the School Board shall not participate in any political campaign for an elective office while on duty.

Pursuant to State law and Board Policy 6480, instructional staff members may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or **any other** ~~electioneering~~ communication **sent to electors** concerning an issue, referendum, or amendment, including State questions that are subject to a vote of the electors.

Pursuant to F.S. 106.011:

A. **"Political advertisement" means a paid expression in a "communications medium," whether radio, television, newspaper, magazine, periodical, campaign literature, direct mail, or display or by means other than the spoken word in direct conversation, which expressly advocates the election or defeat of a candidate or the approval or rejection of an issue. However, political advertisement does not include:**

   1. **a statement by an organization, in existence before the time during which a candidate qualifies or an issue is placed on the ballot for that election, in support of or opposition to a candidate or issue, in that organization's newsletter, which newsletter is distributed only to the members of that organization;**

   2. **editorial endorsements by a newspaper, a radio or television station, or any other recognized news medium.**

B. **"Communications medium" means broadcasting stations, newspapers, magazines, outdoor advertising facilities, printers, direct mail, advertising agencies, the Internet, and telephone companies; but with respect to telephones, an expenditure is deemed to be an expenditure for the use of communications media only if made for the costs of telephones, paid telephonists, or automatic telephone equipment to be used by a candidate or a political committee to communicate with potential voters but excluding the costs of telephones incurred by a volunteer for use of telephones by such volunteer; however, with respect to the Internet, an expenditure is deemed an expenditure for use of communications media only if made for the cost of creating or disseminating a message on a computer information system accessible by more than one person but excluding internal communications of a campaign or of any group.**

~~**Pursuant to F.S. 106.011, "electioneering communication" shall mean any communication that is publicly distributed by a television station, radio station, cable television station, satellite system, newspaper, magazine, direct mail, or telephone. In order to qualify as an electioneering communication, the communication must also be characterized by the following:**~~

A. ~~**refers to or depicts a clearly identified candidate for office without expressly advocating the election or defeat of a candidate, but is susceptible to no reasonable interpretation other than an appeal or against a specific candidate;**~~

B. ~~**is made within thirty (30) days before a primary or special primary election or sixty (60) days before any other election for the office sought by the candidate; and**~~

C. ~~**is targeted to the relevant electorate in the geographic area the candidate would represent if elected.**~~

Therefore, instructional staff members who engage in political activities or hold public office shall not use time, facilities, or personnel of the school system to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery or supplies, the use of secretarial help, or any other school facilities or personnel is strictly prohibited. Telephone use for such political activities during duty hours shall be confined to an emergency only, and then only in such a manner as shall not conflict with the instructional staff member's school related duties. Additionally, instructional staff members who engage in political activities or hold public office are expected to discourage constituents, or other persons with whom they are associated with in their political capacities, from making telephone calls to them during duty hours.

Instructional staff who declare themselves candidates for public office for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of State law and this policy.

All candidates for public office may take personal leave without pay. The instructional staff member's request for leave shall be submitted according to the established procedure.

Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public officials and public employees.

An instructional staff member who is a successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent after the election and thereafter, when deemed necessary by the Superintendent or Board, to evaluate the compatibility of the dual responsibility and the need for personal leave without pay.

F.S. 104.31
F.S. 106.113
F.S. 110.233
F.A.C. 60L-36.002

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4232 - **POLITICAL ACTIVITIES**

Pursuant to State law, support staff members who are employed by the School Board shall not participate in any political campaign for an elective office while on duty.

Pursuant to State law and Board Policy 6480, support staff members may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or **any other** ~~electioneering~~ communication **sent to electors** concerning an issue, referendum, or amendment, including State questions that are subject to a vote of the electors.

Pursuant to F.S. 106.011:

A. **"Political advertisement" means a paid expression in a "communications medium," whether radio, television, newspaper, magazine, periodical, campaign literature, direct mail, or display or by means other than the spoken word in direct conversation, which expressly advocates the election or defeat of a candidate or the approval or rejection of an issue. However, political advertisement does not include:**

   1. **a statement by an organization, in existence before the time during which a candidate qualifies or an issue is placed on the ballot for that election, in support of or opposition to a candidate or issue, in that organization's newsletter, which newsletter is distributed only to the members of that organization;**

   2. **editorial endorsements by a newspaper, a radio or television station, or any other recognized news medium.**

B. **"Communications medium" means broadcasting stations, newspapers, magazines, outdoor advertising facilities, printers, direct mail, advertising agencies, the Internet, and telephone companies; but with respect to telephones, an expenditure is deemed to be an expenditure for the use of communications media only if made for the costs of telephones, paid telephonists, or automatic telephone equipment to be used by a candidate or a political committee to communicate with potential voters but excluding the costs of telephones incurred by a volunteer for use of telephones by such volunteer; however, with respect to the Internet, an expenditure is deemed an expenditure for use of communications media only if made for the cost of creating or disseminating a message on a computer information system accessible by more than one person but excluding internal communications of a campaign or of any group.**

~~**Pursuant to F.S. 106.011, "electioneering communication" shall mean any communication that is publicly distributed by a television station, radio station, cable television station, satellite system, newspaper, magazine, direct mail, or telephone. In order to qualify as an electioneering communication, the communication must also be characterized by the following:**~~

A. ~~**refers to or depicts a clearly identified candidate for office without expressly advocating the election or defeat of a candidate, but is susceptible to no reasonable interpretation other than an appeal or against a specific candidate;**~~

B. ~~**is made within thirty (30) days before a primary or special primary election or sixty (60) days before any other election for the office sought by the candidate; and**~~

C. ~~**is targeted to the relevant electorate in the geographic area the candidate would represent if elected.**~~

Therefore, support staff members who engage in political activities or hold public office shall not use time, facilities, or personnel of the school system to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery or supplies, the use of secretarial help, or any other school facilities or personnel is strictly prohibited. Telephone use for such political activities during duty hours shall be confined to an emergency only, and then only in such a manner as shall not conflict with the support staff member's school related duties. Additionally, support staff members who engage in political activities or hold public office are expected to discourage constituents, or other persons with whom they are associated with in their political capacities, from making telephone calls to them during duty hours.

Support staff who declare themselves candidates for an elective office shall notify the Superintendent immediately upon qualifying for election. They shall submit to the Superintendent a written explanation of how they will conduct their campaign so that it will be in accord with the requirements of State law and this policy.

All candidates for public office may be granted personal leave without pay. The support staff member's request for leave shall be submitted according to the established procedure.

Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public official and public employees.

A support staff member who is a successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent after the election and thereafter, when deemed necessary by the Superintendent or Board, to evaluate the compatibility of the dual responsibility and the need for personal leave without pay.

F.S. 104.31
F.S. 106.113
F.S. 110.233
F.A.C. 60L-36.002

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6480 - **EXPENDITURES**

Expenditures from District and all other funds available for the public school program shall be authorized by law and procedures prescribed by the School Board. The Board may permit expenditures to exceed the amount budgeted by function and object, provided the expenditure complies with F.S. 1011.09(4). Such an expenditure may be approved so long as the Board amends the budget and provides a full explanation of any amendments at the next scheduled Board meeting.

Furthermore, pursuant to State law, the District, or any person acting on behalf of the District, may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or **any other** ~~**electioneering**~~ communication **sent to electors** concerning an issue, referendum, or amendment, including State questions, that is subject to a vote of the electors.

This statutory prohibition **applies** ~~**does not apply**~~ to **a communication initiated by the District, irrespective of whether the communication is** ~~**electioneering communications that are**~~ limited to factual information **or advocates for the passage or defeat of an issue, referendum, or amendment**.

A. Accounts Payable

The payment of purchase orders, contracts, invoices, and utilities shall be made in accordance with the approved budget and pursuant to State statutes.

B. Payroll

1. No payment shall be made except to properly authorized and approved personnel and shall begin at the time employment is authorized.
2. Payments shall be based upon a Board-adopted salary schedule for each position.
3. Employees shall be paid in accordance to their work calendar and the payroll schedule.
4. Salary adjustments shall be paid on a subsequent payroll period.
5. Principals and department heads shall be responsible for submitting accurate payroll records in accordance with established time schedules and procedures.
6. Employees shall be paid by direct deposit.

C. Overtime Payment

Authorization to work overtime must be by prior approval of the department head or principal.

If any financial conditions exist as set forth in Policy 6233, the Board will not make expenditures for travel outside of the District or for cellular phones, cellular phone service, personal digital assistants, or any other mobile wireless communication device or service, including text messaging, whether through purchasing, leasing, contracting, or any other method, while the financial conditions exist.

Revised 11/9/21
Revised 1/25/22

F.S. 1001.43
F.S. 1001.51
F.S. 1011.051
F.S. 1011.06
F.S. 1011.09
F.S. 1012.22
F.A.C. 6A-1.014
~~**F.A.C. 6A-1.057**~~

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6233 - **DISTRICT BUDGET**

A. Preparation

The budget shall be prepared and administered in accordance with Florida statutes and in accordance with Policy 6220.

B. Implementation of Budget

Implementation of the official District budget shall give appropriations and reserves therein the force and effect of fixed appropriations and reserves, and the same shall not be altered, amended, or exceeded except as authorized.

The School Board shall monitor the budget on a monthly basis.

Expenditures may exceed the amount budgeted by function or object provided the Board approves the expenditures and amends the budget no later than the annual due date established by the State Department of Education for submitting the District's annual financial report.

Pursuant to State law, if the Board finds and declares in a resolution adopted at a regular meeting of the Board that the funds received for any of the following categorical appropriations are urgently needed to maintain Board specified academic classroom instruction, or improve school safety the Board may consider and approve an amendment to the School District operating budget transferring the identified amount of the categorical funds to the appropriate account for expenditure:

1. funds for student transportation;
2. funds for supplemental academic instruction allocation as provided in F.S. 1011.62(1, f);
3. ~~**funds for research-based reading instruction; but only if the required additional hour of instruction beyond the normal school day for each day of the entire school year has been provided for the students in each low-performing elementary school in the District pursuant to F.S. 1011.62(9, a);**~~
4. funds for the guaranteed allocation related to exceptional education students as provided in F.S. 1011.62(1, e)2;
5. funds for library media;
6. funds for instructional materials **if all instructional material purchases necessary to provide updated materials that are aligned with applicable state standards and course descriptions and that meet statutory requirements of content and learning have been completed for that fiscal year, but no sooner than March 1st;**

   Funds available after March 1st may be used to purchase computers and device hardware for student instruction that comply with the requirements of F.S. 1001.20(4)(a)1.b.
7. class size reduction as provided in F.S. 1001.685.
8. ~~**digital classrooms allocation as provided in F.S. 1011.62(12);**~~
9. guaranteed allocation
10. Federally connected students supplement as provided in F.S. 1011.62(**10**~~**13**~~).

The Board shall monitor the budget on a monthly basis.

C. General Fund Ending Fund Balance

The Constitution of the State of Florida requires that the District operate under a balanced budget. The Board understands that there may be unforeseen circumstances that can result in

increases or decreases in revenue and/or expenditures. These circumstances would thereby impact the financial stability of the District.

An adequate fund balance reserve is necessary to cover unforeseen events (e.g., revenue short falls, student enrollment under projections, etc.). The Board shall maintain a general fund reserve of ending fund balance not classified as restricted, committed, or nonspendable of up to five percent (5%) of recurring general fund revenues, but no less than three percent (3%). The additional two percent (2%) will be assigned by the Board as a contingency fund to be used only for fiscal short falls.

1. If at the end of any fiscal year the General Fund Reserve ending fund balance not classified as restricted, committed, or non-spendable falls below three percent (3%) of actual revenues, excluding transfers, the Superintendent shall develop and submit to the Board for approval a plan to restore the ending fund balance to three percent (3%) of projected general fund revenues.

2. The Superintendent shall provide written notification to the Board and the Commissioner of Education if the portion of the general fund's ending fund balance not classified as restricted, committed, or nonspendable in the District's approved operating budget is projected to fall below three percent (3%) of projected general fund revenues during the current fiscal year.

The Superintendent shall submit to the Board for approval a plan to avoid a financial emergency as determined pursuant to F.S. 218.503.

If such a financial condition exists for two (2) consecutive fiscal years, the Superintendent will reduce the District's administrative expenditures reported pursuant to F.S. 1010.215 in proportion to the reduction in the general fund's ending balance or the reduction in student enrollment, whichever is greater, as part of the plan submitted to the Board to avoid a financial emergency as determined pursuant to F.S. 218.503.

The Superintendent shall also submit to the Commissioner of Education the Board-approved plan to avoid a financial emergency as determined pursuant to F.S. 218.503.

D. Loans to Schools

The Board may authorize loans from the General Fund to schools subject to the following provisions:

1. The purpose for which loans are made shall be for valid public education purposes.

2. Such loans shall be for the direct benefit of students.

3. All requests for loans must be made by the Principal and approved by the Superintendent and Associate Superintendent of Finance.

4. The Principal shall be directly responsible for the expenditure and repayment of such loans. If a payment is missed, the principal shall be given a period of one (1) calendar year from the date the payment is due to make said payment plus six percent (6%) interest on the amount due. No more than one (1) such annual payment may be allowed to be in arrears at one time.

5. The expenditure of loan proceeds shall be in accordance with all applicable laws, rules, regulations, and procedures.

Revised 8/11/20
Revised 7/27/21

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8405 - SCHOOL SAFETY AND SECURITY

The School Board is committed to maintaining a safe, secure, and drug-free environment in all of the District's schools.

School crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of District personnel, law enforcement agencies, first responders, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school.

The Superintendent, in conjunction with the School Safety Specialist, shall develop a *School Safety and Security Plan* with input from representatives of the local law enforcement agencies; the local Fire Marshall(s) or his/her designee(s); representative(s) from emergency medical services; commissioned school safety officers; and/or school guardians.

Included within the District's School Safety and Security Plan shall be a District Active Assailant Response Plan (DAARP). The DAARP shall include, at a minimum, procedures addressing the following:

A. security assessments;

B. roles and responsibilities of District personnel;

C. roles and responsibilities of Safe-School Officers (Policy 8407 - *Safe-School Officers*);

D. information sharing;

E. training of District personnel and exercises/drills, including training standards;

F. identification of Safe Spaces and Command Posts;

G. response to the threat of an active assailant, including the following three (3) strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back;

H. response to the presence of an active assailant on school grounds;

I. communication with law enforcement prior to and after law Enforcement arrives on school grounds;

J. responsibilities prior to law enforcement arrival;

K. responsibilities when law enforcement arrives on school grounds;

L. communication with the public; and

M. post-incident recovery.

The District will adopt its initial DAARP by October 1.

Further, by October 1st of each year, the Superintendent shall certify to the Office of Safe Schools and document in the Florida Safe Schools Assessment Tool that all school personnel has received annual training on the procedures contained in the District's DAARP.

School Safety Specialist

The Superintendent is responsible for designating the District's School Safety Specialist. The School Safety Specialist must be a school administrator employed by the District or a law enforcement officer employed by the Manatee County Sheriff's Office. Prior to appointing a law enforcement officer to serve as the School Safety Specialist, the Superintendent must verify that the law enforcement officer has met all statutory requirements and has been authorized and approved by the Manatee County Sheriff's Office to serve as the School Safety Specialist.

By August 1 of each year, the District will submit the School Safety Specialist's name, phone number, and email address to the Office of Safe Schools at SafeSchools@fldoe.org. The District will notify the Office of Safe Schools within one (1) school day whenever there is a change related to the contact information for the School Safety Specialist.

A. Training

Within thirty (30) calendar days of appointment, the District's School Safety Specialist must complete and thereafter maintain certificates of completion of the following online Federal Emergency Management Agency Independent Study courses: Multi-Hazard Planning for Childcare; Introduction to the Incident Command System, ICS 100; Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship; Multi-Hazard Emergency Planning for Schools; and Planning for the Needs of Children in Disasters.

Within one (1) year of appointment, and annually thereafter, the District School Safety Specialist must earn a certificate of completion of school safety specialist training provided by the Office of Safe Schools.

The District's School Safety Specialist shall earn, or designate one (1) or more individuals to earn, certification as a youth mental health awareness and assistance trainer as set forth in F.S. 1012.584.

B. Responsibilities

The School Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the District including at charter schools. The School Safety Specialist's responsibilities include, but are not limited to, the following:

1. reviewing at least annually District and charter school policies and procedures for compliance with Florida law and applicable rules, as provided by F.S. 1006.07 (6)(a)1., including the District's timely and accurate submission of school environmental safety incident reports to the Department pursuant to F.S. 1001.212;

2. providing necessary training and resources to students and staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security;

3. serving as the District liaison with local public safety agencies and national, State, and community agencies and organizations in matters of school safety and security;

4. conduct annually on or before October 1, in collaboration with the appropriate public safety agencies, a school security risk assessment at each District school using Florida Safe Schools Assessment Tool developed by the Office of Safe Schools;

   The District will report to FLDOE by October 15th of each year that all public schools within the District have completed the assessment using the Florida Safe Schools Assessment Tool. For purposes of this section, "public safety agencies" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

   The District will ensure the accuracy of current school listings within the Florida Safe Schools Assessment Tool application, including school name, address, and MSID number. The District will report to the Office of Safe Schools via e-mail within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of the District-provided information in the Florida Safe Schools Assessment Tool.

5. coordinating with appropriate public safety agencies, as defined in F.S. 365.161, that are designated as first responders to a school's campus to conduct a tour of such campus once every three (3) years and to provide recommendations related to school safety. Completion of such tours and any recommendations must be documented in each school's security risk

assessment within the Florida Safe Schools Assessment Tool;

Any changes related to school safety, emergency issues, and recommendations provided by the public safety agencies will be considered as part of the recommendations by the School Safety Specialist to the Board.

6. providing, or arranging for the provision of, youth mental health awareness and assistance training to all school personnel as set forth in F.S. 1012.584;

By July 1st of each year, the Superintendent shall certify to the FLDOE, in a format determined by the FLDOE, that at least eighty percent (80%) of school personnel in elementary, middle, and high schools have received the training required under this paragraph.

The training program shall include, but is not limited to, the following:

a. an overview of mental illnesses and substance abuse disorders and the need to reduce the stigma of mental illness;

b. information on the potential risk factors and warning signs of emotional disturbance, mental illness, or substance use disorders, including, but not limited to, depression, anxiety, psychosis, eating disorders, and self-injury, as well as common treatments for those conditions and how to assess those risks; and

c. information on how to engage at-risk students with skills, resources, and knowledge required to assess the situation, and how to identify and encourage the student to use appropriate professional help and other support strategies, including, but not limited to, peer, social, or self-help care.

7. coordinating with charter schools to address charter school safety requirements as set forth under Florida law and F.A.C. 6A-1.0018;

The School Safety Specialist must coordinate with charter school personnel to allow input access to the Florida Safe Schools Assessment Tool. Where input access is restricted to District personnel, the School Safety Specialist is responsible for gathering information from charter schools so that Florida Safe Schools Assessment Tool reporting requirements, including those for FortifyFL, threat assessment teams and active assailant response plans, include data from charter schools.

8. completing surveys provided by the Office of Safe Schools regarding Safe-School officer assignment;

9. investigating and responding to notices from the Office of Safe Schools containing suspected deficiencies at a District school and at or by a charter school.

C. Identification of and Corrections to Instances of Noncompliance with Florida Laws and Rules Relating to Safety

The School Safety Specialist is responsible for identifying and correcting instances of noncompliance with F.A.C. 6A-1.0018 or any other Florida laws or rules relating to safety at any District school. Such actions may include, but are not limited to, the following:

1. resolving deficiencies relating to Safe-School officer coverage by no later than the next school day;

2. notifying the Office of Safe Schools within twenty-four (24) hours at SafeSchools@fldoe.org of any deficiencies relating to Safe-School officer coverage and any instance of noncompliance that is determined to be an imminent threat to the health, safety, or welfare of students or staff. The notification must contain particularized facts beyond noncompliance with rules or Florida Statutes that explain the imminent threat;

3. notifying the Office of Safe Schools within three (3) days at SafeSchools@fldoe.org of any instance of noncompliance not corrected within sixty (60) days.

4. the School Safety Specialist shall identify any instances of noncompliance through their duties identified throughout this policy;

   If the School Safety Specialist identifies, or is made aware of an instance of noncompliance by an employee, the School Safety Specialist shall investigate the alleged noncompliance and, if it is determined that there was an instance of noncompliance, the School Safety Specialist shall develop a written plan of correction no later than seven (7) days following their investigation. Alleged noncompliance that creates an imminent threat to the health, safety, or welfare of students or staff shall be addressed immediately and in accordance with subsections (1) through (3) above.

D. Response to Notice of Suspected Deficiency from the Office of Safe Schools

The School Safety Specialist is responsible for notifying the Superintendent immediately and no later than the same day of receipt of any notice of suspected deficiency the School Safety Specialist receives from the Office of Safe Schools.

When the notice of suspected deficiency concerns a failure to have a Safe-School officer established or assigned at each school facility, as required by F.S. 1006.12, the School Safety Specialist must respond in writing and verify to the Office of Safe Schools that the school(s) identified in the notice have a Safe-School officer on site by the next school day. In all other cases, the School Safety Specialist must respond in writing to the Office of Safe Schools within five (5) school days and verify that the District or school has corrected the suspected deficiency, or within that same time period, submit a written plan describing how the District will bring the identified school(s) into compliance. The plan must include an estimated date of completion and an explanation of alternate security measures designed to maintain a safe learning environment.

Recommendations of the School Safety Specialist

Based on the findings of the school security risk assessment, the School Safety Specialist must provide recommendations to the Superintendent and Board which identify strategies and activities that the Board should implement in order to address the findings and improve school safety and security. The School Safety Specialist's report to the Board shall also include school safety recommendations made by public safety agencies. The Board will review the school security risk assessment findings and the recommendations of the School Safety Specialist at a publicly noticed Board meeting to provide the public an opportunity to hear the Board members discuss and take action. The *School Safety and Security Plan* is, however, confidential and is not subject to review or release as a public record.

The School Safety Specialist shall report the school security risk assessment findings and recommendations and the Board's action(s) to the Office of Safe Schools no later than thirty (30) days after the Board meeting and prior to November 1 of each year.

The School Safety Specialist shall also submit a best-practices assessment in the Florida Safe Schools Assessment Tool.

As a part of the *School Safety and Security Plan*, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing No Child Left Behind Act of 2001):

A. safety and security best practices;

B. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;

C. security procedures at school and while students are on the way to and from school;

D. prevention activities that are designed to maintain safe, disciplined and drug-free environments;

E. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:

1. allows a teacher to communicate effectively to all students in the class;

2. allows all students in the class the opportunity to learn;

3. has consequences that are fair, and developmentally appropriate;

4. considers the student and the circumstances of the situation; and

5. is enforced accordingly.

Mental Health Coordinator

The Board shall identify a mental health coordinator for the District. The mental health coordinator shall serve as the District's primary point of contact regarding the District's coordination, communication, and implementation of student mental health policies, procedures, responsibilities, and reporting. The mental health coordinator is responsible for:

A. **Coordinating with the Office of Safe Schools, established pursuant to F.S. 1001.212.**

B. **Maintaining records and reports regarding student mental health as it relates to school safety and the mental health assistance allocation under F.S. 1011.62(14).**

C. **Facilitating the implementation of District policies relating to the respective duties and responsibilities of the District, the Superintendent, and District Principals.**

D. **Coordinating with the School Safety Specialist on the staffing and training of threat assessment teams and facilitating referrals to mental health services, as appropriate, for students and their families.**

E. **Coordinating with the School Safety Specialist on the training and resources for students and District staff relating to youth mental health awareness and assistance.**

F. **Reviewing annually the District's policies and procedures related to student mental health for compliance with Florida law and alignment with current best practices and make recommendations, as needed, for amending such policies and procedures to the Superintendent and the Board.**

Safety and Security Best Practices

The Superintendent shall develop administrative procedures for the prevention of violence on school grounds, including the assessment and intervention with individuals whose behavior poses a threat to the safety of the school community.

The Board shall adopt, in coordination with local law enforcement agencies and local governments, a family reunification plan to reunite students and employees with their families in the event that a school is closed or unexpectedly evacuated due to a natural or man-made disaster. The reunification plan must be reviewed annually and updated, as applicable.

Persistently Dangerous Schools

The Board has set forth the rules with regard to expected behavior in Policy 5500 - Student Conduct and has established the consequences for violating the policy on student conduct in Policy 5600 - Student Discipline. The Board recognizes that not only Federal, but also State law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity, as well as those incidents that would be a Gun-Free Schools Act violation. It is further understood that the Florida Department of Education will then use the data for the offenses identified in the Department’s Unsafe School Choice Option Policy to determine whether or not a school is considered "persistently dangerous".

Pursuant to the Board's stated intent to provide a safe school environment, school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceeds the threshold number established in State law, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, the Superintendent shall offer parents and eligible students the opportunity to transfer to another school within the District that serves the same grades. If there is another school within the District serving the same grades, the transfer shall be completed in a timely manner. If there is not another school within the District that serves the same grades, then parents and eligible students will be advised that, although Federal and State law provides for an opportunity to transfer, they will be unable to do so.

In addition, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

If a school in a neighboring district is identified as persistently dangerous and there is not another school or public school academy in that district, the District will admit students from that school in accordance with Board Policy 5113.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State laws the parents or the eligible student shall be offered the opportunity to transfer to another school within the District that serves the same grades. If there is another school serving the same grades, the transfer shall be completed in a timely manner. If there is not another school serving the same grades, the parents or eligible student will be advised that, although they have the right to transfer, they will be unable to do so.

Threat Assessment Teams

The purpose of the threat assessment team is to establish a process focusing on behaviors that pose a threat to school safety while serving as a preventative measure to identify needs and provide support to students. This process is also known as a care assessment. Threat assessment teams are responsible for the coordination of resources and assessment and intervention with individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies and procedures developed by the Office of Safe Schools which addresses early identification, evaluation, early intervention, and student support.

Each school-based threat assessment team must meet as often as needed to fulfill its duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. Threat assessment teams shall maintain documentation of their meetings, including meeting dates and times, team members in attendance, cases discussed, and actions taken.

A. Location and Membership

1. Threat assessment teams are located at each school in the District and composed of individuals with expertise in counseling, instruction, school administration, and law enforcement. **All members of the threat assessment team must be involved in the threat assessment process and final decision-making.**

    a. The counseling team member must be a school-based mental health services provider who is able to access student mental health records.

    b. The law enforcement team member must be a sworn law enforcement officer, as defined by F.S. 943.10, including a School Resource Office, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat assessment team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information Center and National Crime Information Center databases. Officers serving on school-based threat assessment teams must also have clearance to review Criminal Justice Information and Criminal History Record Information.

2. The Board authorizes the Superintendent to create procedures for the purpose of:
    a. identifying team participants by position and role;

    b. designating the individuals (by position) who are responsible for gathering and investigating information; and

    c. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

B. Responsibilities and Activities of Threat Assessment Teams

The responsibilities and activities of threat assessment teams include, but are not limited to, the following:

1. identification of individuals in the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self;

2. utilizing the Department's behavior threat assessment instrument developed pursuant to F.S. 1001.212;

3. consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, that would pose a threat to school safety;

4. consult with law enforcement when a student commits more than one (1) misdemeanor to determine if the act should be reported to law enforcement;

5. if a preliminary determination is made by the threat assessment team that a student poses a threat of violence or physical harm to himself/herself or others, the threat assessment team will report its determination to the Superintendent;

    The Superintendent shall immediately attempt to notify the student's parent or legal guardian. However, nothing in this paragraph shall preclude District personnel from acting immediately to address an imminent threat.

6. if a preliminary determination is made by the threat assessment team that a student poses a threat of violence to himself/herself or others or exhibits significantly disruptive behavior or need for assistance, authorized members of the threat assessment team may obtain criminal history record information as pursuant to F.S. 985.04(1);

    Members of the threat assessment team may not disclose any criminal history record information obtained pursuant to this paragraph or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment

team.

7. create procedures related to engaging behavioral health crisis resources.

All reported threats, even those determined not to be a threat, must be documented by the threat assessment team. Documentation must include the evaluation process and any resultant action.

C. Sharing of Information

The District and other agencies and individuals that provide services to students experiencing, or at risk of, an emotional disturbance or a mental illness and any service or support provider contracting with such agencies may share with each other records or information that are confidential or exempt from disclosure under F.S. Chapter 119 if the records or information are reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others.

D. Immediate Mental Health or Substance Abuse Crisis

If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies established by the threat assessment team to engage behavioral health crisis resources. Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention shall provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services. Onsite school personnel shall report all such situations and actions taken to the threat assessment team, which shall contact the other agencies involved with the student and any known service providers to share information and coordinate any necessary follow-up actions. Upon the student's transfer to a different school, the threat assessment team shall verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services.

E. Behavior Threat Assessment Instrument Training

All threat assessment team members must be trained on the Department's behavior threat assessment instrument in accordance with Florida law.

F. Office of Safe Schools Reporting

Each threat assessment team shall report quantitative data on its activities to the Office of Safe Schools, including all activities during the previous school year, and shall utilize the threat assessment database developed pursuant to F.S. 1001.212. The School Safety Specialist will report this information to the Office of Safe Schools. Additionally, the School Safety Specialist must report the following information utilizing the Florida Safe Schools Assessment Tool by October 1 of each year:

1. For the 2021-2022 school year, the total number of threat assessments conducted, the number of transient threats, and the number of substantive threats; and,

2. Beginning in the 2022-2023 school year, the number of threat assessments conducted, the number of transient threats, and the number of substantive threats as well as the gender, race, and grade level of all students assessed by the threat assessment team.

Referral to Mental Health Services

All school personnel who receive training pursuant to F.S. 1012.584 shall be notified of the mental health services that are available in the District.

School Environmental Safety Incident Reporting

The superintendent is responsible for ensuring the accurate and timely reporting of incidents related to school safety and discipline in accordance with Florida law and rules promulgated by FL DOE.

Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9) and will be timely notified of threats, unlawful acts, and significant emergencies pursuant to F.S. 1006.07 (4) and (7).

Student Crime Watch Program

The Board shall implement a Student Crime Watch Program to promote responsibility among students and improve school safety. Through a Board resolution, the Board will require each Principal to distribute information (including a reference to Policy 8406) at their respective schools notifying students and the community as to how they can anonymously relay information concerning unsafe and potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials.

Promotion of School Safety Awareness

In furtherance of Policy 8406 (*Reports of Suspicious Activity and Potential Threats to Schools*), the Board shall promote the use of the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL") on the District's website, in newsletters, on school campuses, and in school publications. FortifyFL shall also be installed on all mobile devices issued to students and bookmarked on all computer devices issued to students.

Records Related to Compliance with F.A.C. 6A-1.0018

The District and all school staff will retain records demonstrating that the requirements of F.A.C. 6A-1.008 are met and provide such records to the Office of Safe Schools upon request.

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Revised 7/27/21
Revised 3/8/22

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8407 - **SAFE-SCHOOL OFFICERS**

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with local law enforcement agencies to establish or assign one or more safe-school officers at each school facility in the District, including charter schools. A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*).

Definitions

"Safe-School officer" means a school resource officer, a school-safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

"School facility" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single school facility.

B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.

C. A school facility does not include:

1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

3. schools that provide only prekindergarten or adult education;

4. technical centers under F.S. 1004.91; and

5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Training

Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Limitations

An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Manatee County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.

School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

A. undergo criminal background checks, drug testing, and a psychological evaluation; **and**

B. abide by Board policies and consult with and coordinate activities through school principals.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

School Guardians (The Coach Aaron Feis Guardian Program)

The Board utilizes school guardians pursuant to The Coach Aaron Feis Guardian Program.

The Superintendent shall be responsible for appointing school guardians. Prior to appointing school guardians, the Superintendent must verify through evidence provided by the Manatee County Sheriff that potential school guardians have met all the requirements set forth in F.S. 30.15.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes. the occurrence of the following:

B. Dismissal or Discipline

"Dismissal" means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. "Discipline" means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-

2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation, updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer's weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

Crisis Intervention Training

Each Safe-School Officer who is also a sworn law enforcement officer must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Each Safe-School Officer who is not a sworn law enforcement officer must receive training to improve the officer's knowledge and skills necessary to respond to and de-escalate incidents on school premises.

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8420 - **EMERGENCY MANAGEMENT, EMERGENCY PREPAREDNESS, AND EMERGENCY RESPONSE AGENCIES**

Emergency Management and Emergency Preparedness

The School Board recognizes that its responsibility for the safety of students and staff requires that it formulate and prescribe in consultation with appropriate public safety agencies emergency management and emergency preparedness procedures for all public schools in the District, including emergency notification procedures for life-threatening emergencies, including, but not limited, fires; natural disasters; bomb threats; weapon-use, hostage and active assailant situations; hazardous materials or toxic chemical spills; weather emergencies, including hurricanes, tornadoes, and severe storms; and exposure as a result of a manmade emergency and that such emergencies are best met by preparedness and planning. **Such procedures shall meet the requirements of the State Board of Education rules.**

The active assailant situation training for each school must engage the participation of the School Safety Specialist, threat assessment team members, faculty, staff, and students and must be conducted by the law enforcement agency or agencies that are designated as first responders to each school's campus.

Pursuant to Policy 8405 - School Safety and Security, the Superintendent (in conjunction with the School Safety Specialist) shall develop, and revise as necessary, a School Safety Plan to provide for the safety and welfare of the students and staff, as well as a system of emergency preparedness and accompanying procedures that provide for the following:

A. a listing of the commonly used alarm system response for specific types of emergencies and verification by each school that drills have been provided as required by law**, State Board of Education rules,** and fire protection codes (such drills shall include accommodations conducted at exceptional student education centers);

B. the health and safety of students and staff are safeguarded;

C. embraces a collaborative effort with community emergency responders;

D. the time necessary for instructional purposes is not unduly diverted;

E. minimum disruption to the educational program occurs;

F. students are helped to learn self-reliance and trained to respond sensibly to emergency situations;

G. the system is supported by ongoing training that will include practical application and appropriate "drills" as required by F.S. 1001.42;

H. evacuation drills should represent actual emergencies, including, but not limited to firearm, natural disasters, and bomb threats;

I. emergency egress and relocation drills (including, but not necessarily limited to, fire drills) in accordance with the requirements of the Florida Fire Prevention Code, the Fire Code (NFPA 1), and the Life Safety Code (NFPA 101);

J. drills for active assailant and hostage situations **must** ~~**shall**~~ be conducted **in accordance with developmentally appropriate and age-appropriate procedures as specified in State Board of Education rules** ~~**at least as often as emergency drills and fire drills required by the Florida Fire Prevention Code, as adopted by the State Fire Marshall;**~~ and

Law enforcement officers responsible for responding to the school in the event of an active assailant emergency, as determined necessary by the sheriff in coordination with the District's School Safety Specialist, must be physically present on campus and directly involved in the execution of active assailant drills. The District's School Safety Specialist must notify law enforcement officers at least twenty-four (24) hours before conducting an active assailant emergency drills at which such law enforcement officers are expected to attend.

K. floor plans of each school must be provided to all community emergency responders in support of evacuation procedures.

All threats to the safety of District facilities, students, and staff shall be identified by appropriate personnel and responded to promptly in accordance with the plan for emergency preparedness. Any aspect of the emergency preparedness plan and/or procedures that are included in the School Safety Plan shall remain confidential and exempt from public records disclosure in accordance with State law.

The Superintendent, as part of the development of the emergency preparedness plan and procedures, shall establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of school campuses.

Completion of emergency drills shall be documented at all school facilities in the District.

Alyssa's Alert/Mobile Panic Alert System

In accordance with the requirements of F.S. 1006.07, the District shall implement a mobile panic alert system. The District will select a system under contract with FL DOE or procure a different system. The District will maintain current listings of mobile panic alert systems implemented by all public schools, including charter schools, within the District. Such list shall include the school name, address, and MSID number, and vendor or application implemented. The list will be provided to the Office of Safe Schools via-email by August 1, 2022, and will be updated within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of District-provided information.

The District's mobile panic alert system will include mobile devices placed throughout each school campus. In determining the number and placement of devices needed to afford all staff members the ability to silently and easily activate a panic alert in the event of an on-campus emergency, the District will consider using a combination of fixed panic alert buttons, mobile and desktop applications, landline phone capabilities, and wearable panic alerts (such as on a lanyard).

The District's policies and procedures related to Alyssa's Alert/Mobile Panic Alert Systems will be developed in consultation with the County 911 authority and local emergency management office to ensure that the system integrates with local public safety answering point (PSAP) infrastructure to transmit calls and mobile activations.

Parents of District students will be timely notified pursuant to procedures adopted by the Superintendent of threats and the following unlawful acts and significant emergencies that occur on school grounds, during school transportation, or during school-sponsored activities:

A. weapons possession or use when there is intended harm toward another person, hostage, and active assailant situations;

B. murder, homicide, or manslaughter;

C. sex offenses, including rape, sexual assault, or sexual misconduct with a student by school personnel;

D. natural emergencies, including hurricanes, tornadoes, and severe storms.

E. exposure as a result of a manmade emergency.

The information in this section shall be part of the School Safety and Security Plan, and, therefore, confidential.

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8660 - **ALTERNATIVE TRANSPORTATION METHODS** ~~**TRANSPORTING STUDENTS BY PRIVATE VEHICLES**~~

Regular Transportation - In School Buses

The School Board shall use school buses, as defined in Florida statutes, for all regular transportation of students, pre-kindergarten through grade 12.

For purposes of this policy, "regular transportation" or "regular use" means transportation to and from school or school-related activities which are part of a scheduled series or sequence of events to the same location.

Regular Transportation - In Other Vehicles

Regular transportation of students in motor vehicles other than school buses may occur only under the following conditions:

A. when transportation is for physically handicapped or isolated students and the Board has elected to provide for the transportation of the student through written or oral contracts or agreements

B. when the transportation is part of a comprehensive contract for a specialized educational program between the Board and a service provider for instruction, transportation, and other services;

C. when the transportation is provided through a public transit system;

D. when the transportation is for trips to and from school sites or agricultural education sites or for trips to and from agricultural education-related events or competitions but is not customary transportation between a student's residence and such sites; and

E. when the transportation is for trips to and from school sites ~~**to allow students to participate in a career education program that is not offered at the high school in which such students are enrolled**~~ but is not customary transportation between a student's residence and such sites.

When the **regular** transportation of students is provided, as authorized **above** ~~**in this policy**~~, in a vehicle other than a school bus that is owned, operated, rented, contracted, or leased by the District, the following provisions shall apply:

A. The vehicle must be ~~**a passenger car or multipurpose passenger vehicle or truck, as defined in 49 C.F.R. Part 571,**~~ designed to transport fewer than ten (10) students **or be a multifunction school activity bus, as defined in 49 C.F.R. Part 571.3, if it is designed to transport more than ten (10) persons**. Students must be transported in designated seating positions and must use the occupant crash protection system provided by the manufacturer unless the student's physical condition prohibits such use.

B. An authorized vehicle may not be driven by a student on a public right-of-way. An authorized vehicle may be driven by a student on school or private property as part of the student's educational curriculum if no other student is in the vehicle.

C. The driver of an authorized vehicle transporting students must maintain a valid driver license and must comply with the requirements of the School District's locally adopted safe driver plan, which includes a review of driving records for disqualifying violations.

Transportation by Private Vehicles

Except as provided above, the transportation of students in private vehicles may be authorized by the principal on a case-by-case basis only under the following conditions:

A. When a student is ill or injured and must be taken home or to a medical treatment facility under non-emergency circumstances and

1. the school has been unable to contact the student's parent or guardian, or such parent, guardian, or responsible adult designated by the parent or guardian is not available to provide the transportation; and

2. proper adult supervision of the student is available at the location to which the student is being transported; and

3. the transportation is approved by the school principal or designee; and

4. if the school had been unable to contact the parent or guardian prior to the transportation, the school continues to attempt to contact the parent or guardian until the school is able to notify the parent or guardian of the transportation and the circumstances.

B. When the transportation is in connection with a school function or event in which the school has undertaken to participate and

1. the function is a single event which is not part of a scheduled series or sequence of events to the same location; such as, but not limited to, a field trip, recreational outing, a competitive or cooperative event, or an event connected to an educational program; and

2. transportation is not available, as a practical matter, using a school bus or Board passenger car; and

3. each student's parent or guardian is notified in writing about the transportation arrangement and gives written consent before a student is transported in a private vehicle.

C. When Board employees are required to use their own vehicle to perform duties of employment and such duties include the occasional transportation of students.

Any private vehicle used to transport students under this policy shall be currently registered in the State of Florida, be insured for personal injury protection and property damage liability in at least the minimum amounts required by law, and be in good working order. A Board employee, parent, or other adult wishing to transport students in a private vehicle will request approval by submitting his/her driver's license, vehicle registration, and insurance ID card along with the completed Form 8660 F1 to the principal in a reasonable amount of time before the planned travel. The principal will follow the established procedure to determine whether approval of the request to transport students in a private vehicle is appropriate.

Student transportation in private vehicles may only be authorized for trips within the State of Florida. When transportation is authorized in a private vehicle, students may only be required to use the occupant crash protection system provided by the vehicle manufacturer. A student who is transported to an activity in a private vehicle approved under this policy shall return from the activity in the same vehicle, unless the student is released to his/her parent.

Insurance/Liability

Board employees will be covered by the Board's liability program when they are transporting students as part of their assigned or related duties. Benefits due from private vehicle insurance will be primary, except for workers' compensation, in accordance with State law.

Parents or other adults are not covered by the Board's liability program when they are transporting students and, therefore, must have adequate insurance during the time that the vehicle is being used to transport students.

Emergency Threat to Student Health or Safety

Notwithstanding any other provision of this policy, in an emergency situation which constitutes an imminent threat to student health or safety, school personnel may take whatever action is necessary under the circumstances to protect students.

Transporting Students in Private Vehicles for Field Trips or School-Related Events Policy

The transportation of students in privately owned motor vehicles for educational field trips or school-sponsored or related events is prohibited except with the approval of the Superintendent, or as provided below.

Transportation of students by an approved charter vehicle shall be permitted when such travel is for activities authorized by the Board and if the charter company has been approved by the Superintendent. The Superintendent shall develop procedures for the use of District-owned passenger cars to transport students.

Charter Vehicles

Schools wishing to rent or use charter vehicles for the transportation of students must choose from a list of charter companies approved by the Superintendent. Charter vehicles may be used only when such travel is for activities approved by the Board. Employee drivers of leased vehicles must meet the same requirements as outlined for the use of District-owned vehicles.

Use of District Owned Passenger Cars for Student Transportation

The School Bus Transportation Department is authorized to permit the use of District-owned motor vehicles for transporting students when it is determined a school bus is unnecessary or impractical. The District-owned motor vehicles shall be operated by a Board employee and no more than six (6) passengers shall be transported in any one (1) vehicle.

The following requirements must be met:

A. students must be placed in designated seating positions;

B. student and driver must use the occupant crash protection system provided by the vehicle manufacturer, unless the student's physical condition prohibits such use;

C. Any Board employee transporting students must have a valid Florida driver's license and must have completed a D.D.C.-4 (Defensive Driving Course) and hold a valid Certificate of Completion.

D. The only passengers authorized to ride in the District-owned vehicles are students who are an official part of the activity or an adult chaperone. Family members and friends are not authorized.

When Transportation is not Provided by the School

For purposes of this part, parents are responsible for the transportation of students to and from school practice sessions or contests for school-related events, including athletics. Parents are responsible for the transportation of students to and from extra-curricular activities, including athletic events, unless the principal determines the school will provide transportation. Factors such as the number of students involved and the proximity of the event will be among the factors considered by the principal when making such a determination. School personnel are not permitted to assist in arranging or providing transportation when the school does not provide transportation and the School District has no liability when transportation is not provided by the school.

Use of District-Owned Vehicles

Personal use of District-owned vehicles is prohibited except as approved through procedures established by the Superintendent. The use of school buses owned by the Board is subject to the provisions outlined in the Transportation Department Standard Operating Procedures Manual. When District-owned vehicles are issued to employees for use in District activities, drivers are required to sign acknowledging receipt and review of the Rules for Proper Use of District Owned Vehicles.

Any violation of this policy may subject an employee to discipline up to and including termination from employment.

Revised 7/27/21

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AGENDA ITEM NO. 13.3

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Revision of the Speech and Language Pathologist Job Description

Executive Summary
The District has been experiencing a shortage of much-needed Speech and Language Pathologists due to a lack of applicants for the vacant positions. The revised job description will allow potential candidates who currently do not hold a renewable professional certificate to apply for the positions. The added qualifications are derived from Administrative Rule 6A-4.0176 Specialization Requirements for Certification in the Area of Speech-Language Impaired (Grades K-12)-Academic Class and Florida Statute 1012.56 Educator Certification Requirements which outline options for issuing temporary certificates to those who hold bachelor's degrees in qualifying Speech and Language Impaired majors and are interested in working toward becoming a Certified Language Pathologist.

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

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Recommendation
The Superintendent recommends approval of the revision of the Speech and Language Pathologist job description.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
52018 Speech & Lang Pathologist ESE077, ESE080 [Speech & Language Pathologist - Redlined
52018 Speech & Lang Pathologist ESE077, ESE080 [Speech & Language Pathologist - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: PATHOLOGIST, SPEECH/LANGUAGE
State Title: Speech and Language Pathologist
JOB DESCRIPTION

JOB GOAL:
To provide a comprehensive program for students who are referred to the speech/language impaired program.

QUALIFICATIONS:

~~1.~~ Master's ~~Degree~~ degree in Speech-Language Impaired from an accredited educational institution and ~~.~~

1. Certification in Speech/Language Pathology and/or licensure in Speech/Language Pathology by the State of Florida, Department of Professional Regulations**, OR**
2. A Bachelor's degree in Speech Language Impaired or Speech Pathology and official verification of admission to a master's level program in Speech-Language Impaired at an accredited institution which are two of the qualifications for a 5-year Non-Renewable Professional Certificate, **OR**

~~2.~~3. A Bachelor's degree major in Speech-Language impaired (other acceptable majors include Communication Disorders, Speech and Hearing Science, Speech Therapy, Speech Pathology, Speech Correction, Speech Pathology and Audiology). The Florida Statutes only provide for one two-year Temporary Certificate which may not be extended or reissued under any circumstances. Employee must sign an agreement that at the end of year two, employment will be terminated unless he or she has provided an official verification for admission in a master's program in Speech-Language Impaired at an accredited institution which is one of the qualifications for a 5-year Non-Renewable Professional Certificate. The agreement must be placed in the Personnel File and noted in the Personnel Action Form.

KNOWLEDGE, SKILLS AND ABILITIES:
Comprehensive knowledge about assessment and remediation of speech / language impairments. Knowledge of federal, state and District guidelines as it relates to implementation of the speech/language impaired program. Ability to function as a member of the educational team and a strong desire to work with children. Ability to organize and prioritize activities. Ability to communicate effectively, both orally and in writing. Knowledge of techniques and instruments used to diagnose speech/language impairments. Knowledge and understanding of assigned areas speech/language pathology.

REPORTS TO:
~~Principal or designee~~ Exceptional Student Education Director

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:

1. Establish short- and long-range plans based on student needs and consistent with District and state requirements.
2. Select materials to support learning objectives and meet the needs of students with diverse backgrounds and special needs.
3. Plan a therapy program for eligible students, including implementation and annual review of the Individual Education Plan (IEP).
4. Participate in school-level ~~child study~~ intensive support teams as appropriate.
5. Provide statistical information for program planning, such as FTE information, severity rating data, end-of-year reports, matriculation reports, screening results and other relevant data.
6. Schedule students for speech/language impaired program taking into account the total educational setting.
7. Order materials and supplies for program implementation as required
8. ~~Prepare and maintain audit files on all speech/language impaired students~~.
9. Maintain a positive, organized and safe learning environment.
10. Manage time, materials and equipment effectively.
11. Establish and maintain effective and efficient record keeping procedures for attendance and progress including requirements for Medicaid.

12. Identify students who have speech and/or language impairments through screening and/or diagnostic assessments.
13. Determine eligibility for speech/language impaired program.
14. Analyze/interpret results of screening or diagnostic assessment.
15. Conduct a therapy program for eligible students, including implementation and annual review of the Individual Education Plan (IEP).
16. Use appropriate materials, technology, and resources to help meet students' needs.
17. Use strategies appropriate for working with students from diverse backgrounds.
18. Provide a positive environment in which students are encouraged to be actively involved in the learning process.
19. Recognize overt indicators of student distress or abuse and take appropriate intervention, referral or reporting action.
20. ~~Assist the audiologist in c~~Conduct~~ing~~ hearing screenings ~~and in medical follow-up for students referred~~ for students referred by the nurse.
21. Consult with parents, teachers, principals and others as appropriate, concerning general guidelines of speech and language development and specifically about students enrolled in the program.
22. Interpret educational policies, programs and procedures relative to the speech/language program as required.
23. Provide information and/or inservice to teachers, administrators and other school staff.
24. Engage in continuing improvement of professional knowledge and skills.
25. Demonstrate initiative in the performance of assigned responsibilities.
26. Follow attendance, punctuality and proper dress rules.
27. Maintain confidentiality regarding school matters.
28. Communicate effectively with staff, students, parents and other professionals.
29. Keep supervisor informed of potential problems or unusual events.
30. Respond to inquiries and concerns in a timely manner.
31. Follow all School Board policies, rules and regulations.
32. Demonstrate support for the School district and its goals and priorities.
33. Perform other incidental tasks consistent with the goals and objectives of this position.
34. May provide clinical supervision for students and other staff.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 20 pounds of force frequently as needed to move objects.

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:
05/22/2018
Revised: TBD

SALARY SCHEDULE: INSTRUCTIONAL
PAY GRADE: PAD2
SHORT TITLE: ESE077, ESE080
STATE JOB CODE: 52018

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: PATHOLOGIST, SPEECH/LANGUAGE
State Title: Speech and Language Pathologist
JOB DESCRIPTION

JOB GOAL:
To provide a comprehensive program for students who are referred to the speech/language impaired program.

QUALIFICATIONS:

1. Master's degree in Speech-Language Impaired from an accredited educational institution and Certification in Speech/Language Pathology and/or licensure in Speech/Language Pathology by the State of Florida, Department of Professional Regulations, **OR**
2. A Bachelor's degree in Speech Language Impaired or Speech Pathology and official verification of admission to a master's level program in Speech-Language Impaired at an accredited institution which are two of the qualifications for a 5-year Non-Renewable Professional Certificate, **OR**
3. A Bachelor's degree major in Speech-Language impaired (other acceptable majors include Communication Disorders, Speech and Hearing Science, Speech Therapy, Speech Pathology, Speech Correction, Speech Pathology and Audiology). The Florida Statutes only provide for one two-year Temporary Certificate which may not be extended or reissued under any circumstances. Employee must sign an agreement that at the end of year two, employment will be terminated unless he or she has provided an official verification for admission in a master's program in Speech-Language Impaired at an accredited institution which is one of the qualifications for a 5-year Non-Renewable Professional Certificate. The agreement must be placed in the Personnel File and noted in the Personnel Action Form.

KNOWLEDGE, SKILLS AND ABILITIES:
Comprehensive knowledge about assessment and remediation of speech / language impairments. Knowledge of federal, state and District guidelines as it relates to implementation of the speech/language impaired program. Ability to function as a member of the educational team and a strong desire to work with children. Ability to organize and prioritize activities. Ability to communicate effectively, both orally and in writing. Knowledge of techniques and instruments used to diagnose speech/language impairments. Knowledge and understanding of assigned areas speech/language pathology.

REPORTS TO:
Exceptional Student Education Director

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:

1. Establish short- and long-range plans based on student needs and consistent with District and state requirements.
2. Select materials to support learning objectives and meet the needs of students with diverse backgrounds and special needs.
3. Plan a therapy program for eligible students, including implementation and annual review of the Individual Education Plan (IEP).
4. Participate in school-level intensive support teams as appropriate.
5. Provide statistical information for program planning, such as FTE information, severity rating data, end-of-year reports, matriculation reports, screening results and other relevant data.
6. Schedule students for speech/language impaired program taking into account the total educational setting.
7. Order materials and supplies for program implementation as required
8. Maintain a positive, organized and safe learning environment.
9. Manage time, materials and equipment effectively.
10. Establish and maintain effective and efficient record keeping procedures for attendance and progress including requirements for Medicaid.
11. Identify students who have speech and/or language impairments through screening and/or diagnostic

assessments.

12. Determine eligibility for speech/language impaired program.
13. Analyze/interpret results of screening or diagnostic assessment.
14. Conduct a therapy program for eligible students, including implementation and annual review of the Individual Education Plan (IEP).
15. Use appropriate materials, technology, and resources to help meet students' needs.
16. Use strategies appropriate for working with students from diverse backgrounds.
17. Provide a positive environment in which students are encouraged to be actively involved in the learning process.
18. Recognize overt indicators of student distress or abuse and take appropriate intervention, referral or reporting action.
19. Conduct hearing screenings for students referred by the nurse.
20. Consult with parents, teachers, principals and others as appropriate, concerning general guidelines of speech and language development and specifically about students enrolled in the program.
21. Interpret educational policies, programs and procedures relative to the speech/language program as required.
22. Provide information and/or inservice to teachers, administrators and other school staff.
23. Engage in continuing improvement of professional knowledge and skills.
24. Demonstrate initiative in the performance of assigned responsibilities.
25. Follow attendance, punctuality and proper dress rules.
26. Maintain confidentiality regarding school matters.
27. Communicate effectively with staff, students, parents and other professionals.
28. Keep supervisor informed of potential problems or unusual events.
29. Respond to inquiries and concerns in a timely manner.
30. Follow all School Board policies, rules and regulations.
31. Demonstrate support for the School district and its goals and priorities.
32. Perform other incidental tasks consistent with the goals and objectives of this position.
33. May provide clinical supervision for students and other staff.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 20 pounds of force frequently as needed to move objects.

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:
05/22/2018
Revised: TBD

SALARY SCHEDULE: INSTRUCTIONAL
PAY GRADE: PAD2
SHORT TITLE: ESE077, ESE080
STATE JOB CODE: 52018

AGENDA ITEM NO. 14.1

School Board of Manatee County
November 8, 2022 - Regular Board Meeting

Title
Approval of the Board's Legal Firm Evaluation for the Period of 2021-2022

Executive Summary
In accordance with the Legal Representation Agreement approved by the School Board on February 13, 2018, and revised on February 8, 2022, Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC provides legal representation to the Board. Board Bylaw 0172.1 states that the Board shall annually evaluate the legal counsel.

Board Members completed an evaluation of the Legal Firm. The completed evaluations and scoring worksheets were submitted to the Agency Clerk and submitted to the Director of Research, Assessment, and Accountability to tally the score.

The Board will review and consider approval of the combined evaluation. The evaluation results are attached for review.

Recommendation
Motion and approval of the Board's Legal Firm Evaluation for the period of 2021-2022.

Financial Impact
There is no financial impact.

Contact
Submitting Department: School Board

Attachments:
21-22 School Board Legal Firm Annual Performance Evaluation

2021-2022 School Board Attorney Evaluation

School Board Attorney: Dye, Harrison, Kirkland, Petruff and Pratt, PLLC

Purpose: The purpose of the Board Attorney annual evaluation is to give constructive feedback to the law firm representing the School Board to improve communication and performance between the School Board and its attorneys.

Rating Scale	5 - Exemplary 4 - Exceeds Expectations 3 - Meets Expectations 2 - Needs Improvement 1 - Unsatisfactory	Chad Choate	Mary Foreman	Rev. James Golden	Gina Messenger	Charlie Kennedy	Overall Average Rating
	Overall Average Rating:	**4.9**	**3.2**	**5.0**	**4.9**	**5.0**	**4.6**
1	Provides effective and objective legal advice to board members, individually and collectively, as needed with regard to legal issues arising in the course of district operations.	5	3	5	4	5	**4.4**
2	Provides effective and objective legal advice to district staff as needed with regard to legal issues arising in the course of district operations.	4	3	5	5	5	**4.4**
3	Represents the Board and district in judicial and administrative matters in a professional and effective manner.	5	3	5	5	5	**4.6**
4	Provides legal opinions, interpretation of law, agency opinions and directives, administrative rules, and review and drafting of legal documents, when requested by the Board and district in a timely and effective manner.	5	3	5	5	5	**4.6**
5	Provides assistance and legal advice with regard to the Board's citizen committees as requested.	5	4	5	5	5	**4.8**
6	Represents the District in real estate, financing, liability, property and business transactions in a professional and effective manner.	5	4	5	5	5	**4.8**
7	Ensures, together with the General Counsel, that board policies are in compliance with Federal, State and Local Law.	5	3	5	5	5	**4.6**
8	Coordinates effectively with other governmental bodies on behalf of the board and district.	4	2	5	5	5	**4.2**
9	Reports the status of ongoing legal matters to the Board on a timely basis.	5	1	5	5	5	**4.2**
10	Attends all requested meetings of the board and staff.	5	5	5	5	5	**5.0**
11	Responds to calls and emails from board members and staff on a timely basis.	5	5	5	5	5	**5.0**
12	Treats the board and staff in a courteous and respectable manner.	5	4	5	5	5	**4.8**
13	Represents the board and district to the public in a professional and dignified manner.	5	4	5	5	5	**4.8**
14	Practices and maintains high standards of ethics and integrity in all professional matters.	5	4	5	5	5	**4.8**
15	Takes proactive approach anticipating legal issues of district.	5	1	5	5	5	**4.2**
16	Has respect and high standing in the community and among professional colleagues.	5	3	5	5	5	**4.6**
17	Demonstrates appropriate understanding of relationship between school board attorney and school board members.	5	2	5	5	5	**4.4**
18	Demonstrates appropriate understanding of relationship between board attorney and administration and staff.	5	3	5	4	5	**4.4**
19	Assists on matters in an effective manner, as requested by the Board or superintendent, (with the General Counsel and any outside counsel), on specialized matters being handled both in house or by outside counsel.	5	4	5	5	5	**4.8**
20	Assists in an effective manner with parliamentary procedure and the running of orderly Board meetings.	5	2	5	5	5	**4.4**

AGENDA ITEM NO. 14.2

School Board of Manatee County
November 8, 2022 - Regular Board Meeting
Action Item

Title
Approval of Travel Expense Associated with the School Board Member's Attendance at the Florida School Finance Officers Association (FSFOA) November 2022 Conference, November 13 - November 17, 2022, at the Caribe Royale, Orlando, FL, Not to Exceed $1,400.00

Executive Summary
School Board Member Mary Foreman would like to attend the 2022 November Florida School Finance Officers Association (FSFOA) Conference, November 13 - November 17, 2022, at the Caribe Royale in Orlando, Florida. The conference sessions will include the following:

- Updates from the Department of Education and Auditor General
- Legislative and Economic updates
- Discussion on Staffing and Retention Strategies
- Guest speaker
- Program Cost Report focusing on the SATSY, ESSER funding and reporting
- OPEB refresher on Fund Balance

Florida Statute § 1001.39 (2021) requires that when School Board members travel outside of the District and request reimbursement of travel expenses in excess of $500.00, they are required to obtain prior confirmation from the School Board that the travel is for official school board business and that it complies with the rules of the State Board of Education.

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

Inclusive Culture & Engagement | Goal 2
Improve internal and external communications.

Recommendation
Motion and approval of travel expense associated with the School Board Member's attendance at the Florida School Finance Officers Association (FSFOA) November 2022 Conference, November 13 - November 17, 2022, at the Caribe Royale, Orlando, FL, not to exceed $1,400.00.

Financial Impact
The financial impact to the District will not exceed $1,400.00. The source of funds is the General Fund and is included in the School Board approved budget for 2022-2023.

Contact
Submitting Department: School Board

Attachments:
TENTATIVE FSFOA AGENDA
Travel Expense Worksheet Annual FSFOA Conference November 2022

2022 FSFOA November Conference
Caribe Royale Orlando, FL
November 14 - 17, 2022

Monday, November 14, 2022	
Time	**Meeting Item**
7:00 A.M. - 8:00 A.M.	Continental Breakfast
8:00 A.M. - 9:40 A.M.	Government Fraud, Waste & Abuse
8:00 A.M. - 12:45 P.M.	Finance Council Meeting (includes lunch)
9:40 A.M. - 10:00 A.M.	Break
10:00 A.M. - 11:40 A.M.	GASB Update
11:40 A.M. - 1:00 P.M.	Lunch (on your own)
Concurrent Mini Sessions	
1:00 P.M. - 1:50 P.M.	A - Program Cost Report Overview
	B - Annual Comprehensive Financial Report
	C - Investments 101
2:00 P.M. - 2:50 P.M.	A - Vouchers & Scholarships
	B - Preparing for an audit
	C - Cash Management
2:50 P.M. - 3:20 P.M.	Break
3:10 P.M. - 4:00 P.M.	A - FEFP Overview - Virtual, Workforce for Technical Schools, etc.
	B - Understanding the financial condition of your district
	C - Investment Pools
12:00 P.M. - 4:00 P.M.	Registration
12:00 P.M. - 4:00 P.M.	Sponsor Set-up
4:00 P.M. - 5:00 P.M.	Welcome Back Reception
5:00 P.M. - ?	Dinner/Evening on your own

2022 FSFOA November Conference
Caribe Royale Orlando, FL
November 14 - 17, 2022

Tuesday, November 15, 2022	
Time	**Meeting Item**
7:00 A.M. - 3:00 P.M.	Registration
8:00 A.M. - 8:15 A.M.	Welcome - Introductions & Announcements
8:15 A.M. - 8:30 A.M.	Presentation of Colors/Pledge of Allegiance/Moment of Silence
8:30 A.M. - 8:45 A.M.	Welcome to Orange County
8:45 A.M. - 9:35 A.M.	Florida Department of Education Update
9:35 A.M. - 9:55 A.M.	Break
9:55 A.M. - 11:10 A.M.	Meet and greet our sponsors
11:10 A.M. - 12:00 P.M.	Legislative Update
12:00 P.M. - 1:30 P.M.	Lunch (on your own)
Concurrent Mini Sessions	
1:30 P.M. - 2:20 P.M.	A - ESSER
	B - Cyber Security
	C - Rating Agency Update for School Districts
2:25 P.M. - 3:25 P.M.	Sponsor Game
	Sponsor Game
	Sponsor Game
3:25 P.M. - 3:40 P.M.	Break
3:40 P.M. - 4:30 P.M.	A - District Roundtable - ESSER
	B - Best Practices - Fraud Avoidance
	C - Cost Per Student Station
4:45 P.M. - 5:45 P.M.	Reducing Stress, Beginning Yoga, Stretching
5:00 P.M. - ?	Dinner/Evening on your own

2022 FSFOA November Conference
Caribe Royale Orlando, FL
November 14 - 17, 2022

Wednesday, November 16, 2022	
Time	**Meeting Item**
7:00 A.M. - 8:00 A.M.	Breakfast
7:00 A.M. - 3:00 P.M.	Registration
8:00 A.M. - 8:15 A.M.	Housekeeping & Announcements
8:15 A.M. - 9:05 A.M.	Planning for Retirement
9:05 A.M. - 9:20 A.M.	Florida Finance Council Update / Business Meeting / Elections
9:20 A.M. - 10:00 A.M.	Sponsor Announcements and Door prizes
10:00 A.M. - 10:20 A.M.	Break
10:20 A.M. - 11:10 A.M.	Negotiations Update
11:10 A.M. - 12:00 P.M.	Staffing & Retention Strategies
12:00 P.M. - 1:30 P.M.	Lunch (on your own)
Concurrent Mini Sessions	
1:30 P.M. - 2:20 P.M.	A - SATSY
	B - The ABCs and 123s of Digtal Wallet Technology
	C - TSIA
2:25 P.M. - 3:25 P.M.	Sponsor Round Robin
3:25 P.M. - 3:40 P.M.	Break
3:40 P.M. - 4:30 P.M.	A - Program Cost Report - Tips & Tricks
	B- Best Strategies for Implementations
	C - OPEB Refresher
4:45 P.M. - 5:15 P.M.	Reducing Stress, Beginning Yoga, Stretching
5:30 P.M. - 6:30 P.M.	Sponsor Reception - Corn Hole Tournament
6:00 P.M. - ?	Banquet - Corn Hole Tournament

2022 FSFOA November Conference
Caribe Royale Orlando, FL
November 14 - 17, 2022

Thursday, November 17, 2022	
Time	**Meeting Item**
7:30 A.M. - 8:30 A.M.	Continental Breakfast
8:30 A.M. - 9:20 A.M.	Economic Update
9:25 A.M. - 10:15 A.M.	Auditor General Update
10:15 A.M. - 10:35 A.M.	Break
10:35 A.M. - 11:25 A.M.	*Surprise Speaker*
11:25 A.M. - 11:45 A.M.	Announcements and Door Prizes
12:00 P.M. - 1:30 P.M.	Board of Directors: Meeting and Lunch

Travel Expense Worksheet					
Expense	# Attending	# of Nights	Per diem		
Mileage					
204	1		0.56	114.24	
Hotel					
200.00	1	4		800.00	
				0.00	
				800.00	
Registration					
300	1			300.00	
				0.00	
				0.00	
Food					
Breakfast	1	1	6.00	6.00	
Lunch	1	4	11.00	44.00	
Dinner	1	4	19.00	76.00	
				126.00	
Total Expenses Anticipated					1,340.2

AGENDA ITEM NO. 14.3

School Board of Manatee County
November 8, 2022 - Regular Board Meeting

Title
Approval of Citizens' Financial Oversight Committee (CFOC) Member

Executive Summary
Ms. Catherine Ferrer has applied to be a member of the Citizens' Financial Oversight Committee. Board Member Foreman and Citizens' Financial Oversight Committee Chair, Ms. Susan Harrigan, will interview Ms. Ferrer. If the Board approves, Ms. Ferrer would be filling the vacant seat with a term expiration of June 30, 2025.

Ms. Ferrer's resume is attached for review.

Contact
Submitting Department: School Board

Attachments:
Catherine Ferrer Resume

Catherine Ferrer

Profile

Relationships get things done. Catherine is a creative, collaborative, and community engagement professional with 15+ years of forging productive partnerships across public-private-nonprofit sectors.

Competencies

You can expect an advanced level of competency in the following areas:

- Relationship building
- Meeting facilitation
- Project management
- Research and due diligence
- Survey creation and data analysis
- Communication (bi-lingual, writing)
- Cultural awareness and sensitivity
- Documentation and record keeping

Experience

Freelance Project Coordination :: Relationships → Results :: 2021 to present

- Business development projects for family-owned company.
- College student seminar and community conversations.
- TEDxBradenton event co-organizer (sponsorships, guest experience).

Realize Bradenton :: Community Engagement Coordinator :: 2015 to 2020

- Lead teams through successful community-building initiatives (on-time, on-budget, outcomes achieved, and awards won).
- Market Analysis with Kennedy Smith and CLUE Group to guide conversations about downtown recovery from pandemic disruptions.
- Enhanced volunteer recruitment and retention.

Suncoast Community Capital :: Community Partnerships :: 2014 to 2015

- Managed program for Volunteer Income Tax Assistance Program.
- Expanded reach to new volunteers and target client audiences.
- Forged new funder relationships through grant-based initiatives.

Big Brothers Big Sisters of the Sun Coast :: Mentor Manager :: 2013 to 2014

- Maintained several dozen "matches" with effective communication between parents, youth, and mentors in both English and Spanish.
- Built relationships with local schools to facilitate school-based mentoring.

Education

HarvardX "Cities: Past, Present & Future of Urban Life" Masters Course (2021)
People's Institute for Survival & Beyond "Undoing Racism®" Workshop (2019)
Harwood Institute & The Patterson Foundation, Public Innovator, (2014)
Asset-Based Community Development Institute workshops (2006)
Bachelor of Arts in Political Science, New College of Florida (2003)

Contact

[redacted]